Polk County Board of County Commissioners

Meeting Agenda - Final

April 21, 2026 Regular BoCC meeting

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

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

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

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

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

A.2. Lance Schmidt, Principal and Chris Kessler, Principal with CliftonLarsonAllen, LLP, will present the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2025.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

C.1. Disbursements.

C.2. Minutes of Regular Board meeting held on April 7, 2026.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve construction contract with Rogar Management & Consulting of Florida, LLC for the Maine Avenue Sidewalk project ($2,418,685.50 one-time expense)

G.2. Approve agreement with Carollo Engineers, Inc. to provide Part 2 engineering services (Conceptual Design) for the East Regional Wastewater Treatment Facility (ERWWTF). ($976,382.54 one-time expense)

G.3. Approve budget amendment and budget transfer from the General Fund Reserve for Budget Stabilization to General County Administration operating budget for the Commission Boardroom audio-visual equipment upgrade project ($207,000 one-time transfer)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

N.1. PUBLIC HEARING (LDCPAL 2026-1 OC Text) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment text amendment to modify the characteristics, location criteria and development criteria for the Office Center (OC) Future Land Use designation. (No Fiscal Impact)

N.2. PUBLIC HEARING (LDCT-2026-2 Office Center Consistency) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to clarify development parameters of the Office Center (OC) district to implement policies in the Comprehensive Plan. No Fiscal Impact.

N.3. PUBLIC HEARING (LDCPAS-2025-37 Hwy 17 92 LCC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±1.32 acres from Leisure/Recreation (LR) to Linear Commercial Corridor in the Urban Growth Area (UGA). (No Fiscal Impact)

N.4. PUBLIC HEARING (LDCPAS-2025-38 Toho Marigold INST/NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±12.5 acres from Development of Regional Impact (DRI) to Institutional (INST), and Neighborhood Activity Center (NAC) in the Utility Enclave Area (UEA). (No Fiscal Impact)

N.5. PUBLIC HEARING (LDCT-2025-28 Flex Space & Retail Plazas) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add standards for Flex Space and Retail Plazas. (No Fiscal Impact)

N.6. PUBLIC HEARING (LDCT-2025-29 Storage Yards) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add storage yards as a new land use activity in the Industrial (IND) districts. (No Fiscal Impact)

N.7. PUBLIC HEARING (LDCT-2025-30 Administrative Plat Approval) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance changes to the Florida Statutes. No Fiscal Impact.

O. PUBLIC HEARINGS

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

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Approve revised Investment Policy.

R.2. Appoint property custodian for the office of Utilities/Operations/Utility Systems-Asset Management.

R.3. Appoint property custodian for the office of Parks and Natural Resource/Polk County History Center.

R.4. Removal of equipment from inventory as listed on Blanket Removal Form 2239.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.5. Anielys Salgado requests the Board to refund the Level 4 Review fees and waive the Level 4 Review Pre-application fee totaling $4,858.00 for a Future Land Use designation change. (LDCPAS-2026-11 Medulla Rd RL)

R.6. SET HEARING: (LDCPAS-2025-19 PRWC CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map change from Residential Low-X (RLX) to Institutional-X (INSTX) on 9.91 +/- acres in the Urban Growth Area (UGA). The suggested adoption hearing date is May 5, 2026, at 9:15 a.m.

R.7. SET HEARING: (LDCD-2025-4 PRWC District Change) to consider the adoption of a Sub-District change on 9.91 +/- acres from (INST-1) to Institutional (INST-2) in the Urban Growth Area (UGA). The suggested adoption hearing date is May 5, 2026, at 9:15 a.m.

R.8. SET HEARING: (LDCT-2025-4 Poinciana Commercial NAC Activity Center Plan) Modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2025-40. The suggested hearing dates are for the first reading on May 5, 2026, at 9:15 a.m. and the adoption hearing date on May 19, 2026, at 9:15 a.m.

R.9. SET HEARING: (LDCT-2026-1 Wahneta Main Street Corridor Overlay) to amend Chapter 403.01 Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstating Table 3 Wahneta Neighborhood Plan Temporary Uses and Modifications. The suggested hearing dates are for the first reading on May 5, 2026, at 9:15 a.m. and the adoption hearing date on May 19, 2026, at 9:15 a.m.

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.10. Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL., for Case #RC25-SHIP-017. ($184,841.00 one-time expense).

R.11. Approve the State Housing Initiative Partnership (SHIP) Program New Construction program Rehabilitation/Reconstruction Work Contract for property located in 830 3rd Street, Winter Haven, FL., for Case #NC25-SHIP-001. ($176,212.00 one-time expense).

R.12. Approve First Amendment to American Rescue Plan Local Fiscal Recovery Funding Agreement with Theatre Winter Haven Inc. (No fiscal impact)

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.13. Approve Land Purchase Agreements in conjunction with the purchase of conservation preservation properties located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Porter parcel ($10,000 one-time expense)

R.14. Adopt a resolution authorizing the Real Estate Services Director, or their designee, to sign and submit vouchers for SHIP program funds to closing agents.

R.15. Approve Amendment to Lease No. 357 between Polk County and The Auburndale Chamber of Commerce, Inc. (No fiscal impact)

R.16. Accept Quit Claim Deed for properties being donated for conservation preservation, High Country Holdings, Inc. parcels. (No fiscal impact)

R.17. Accept Quit Claim Deeds for additional right-of-way along Lake Reedy Boulevard/Mullinsville Road and Overlook Drive as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.18. Approve the amended calendar year 2025 agreement with the Association of Poinciana Villages, Inc. and approve the new agreement to expire on December 31, 2030. ($240,000.00 estimated annual expense)

R.19. Approve agreement with Civil Surv Design Group, Inc. for professional engineering services for Caspian Road Sidewalk design. ($194,700.00-one-time expense)

R.20. Approve Modification No. 2 to CSA No. 22-82-01 with AIM Engineering & Surveying, Inc. (Consultant) for Post-Design Services for the 1st Street NW Sidewalk Project. ($30,221.00 one-time expense).

R.21. Adopt a Resolution Setting Parking Restrictions on Island Slough Lane, Myrtle Hammock Lane, Preserve Pointe Boulevard, Sawgrass Hammock Lane, and Scrub Oak Hammock Road within the Preservation Pointe Subdivision, near Davenport. ($3,271.93 one-time expense)

R.22. Adopt a Resolution Setting Speed Limits on Grandview Parkway and Posner Boulevard, near Davenport. ($1,332.70 one-time expense)

R.23. Adopt Resolution Setting Truck Restrictions on Wilder Road (near Lakeland). ($412.90 one-time expense)

R.24. Approve selection committee's recommendation to authorize staff to enter into contract negotiations with all proposers, Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services. (No fiscal impact)

R.25. Approve selection committee's recommendation to authorize staff to enter into contract negotiations with CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary for debris removal services. (No fiscal impact)

R. UTILITIES

R. SOLID WASTE

R.26. Approve Northeast Landfill Customer Convenience Center (NELF-CCC) Pilot Project and adopt a Resolution establishing the NELF-CCC disposal rates

R.27. Approve Amendment #2 to Agreement 2024-030 with RDK Assets, Inc. dba RDK Truck Sales (RDK) for waste collection truck lease. ($140,000.00 estimated expense)

R.28. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Trash out Services LLC. (No Fiscal Impact)

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R.29. Approve the Property Appraiser's request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget, a CIP amendment, and a budget transfer from the General Capital Improvement Fund Reserve for Future Capital to establish a new CIP project and budget for the Property Appraiser's Building Renovation project ($300,000 one-time transfer).

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R.30. Appointments to the CareerSource Polk Board of Directors for terms to begin on July 1, 2026 and ending on June 30, 2030.

R.31. Request to Extend Designation as Direct Provider of Workforce Services (July 1, 2026 - June 30, 2029)

R.32. Subsequent Board Redesignation and Board Composition Certification for CareerSource Polk

R.33. Approval of Interlocal Agreement Between Polk County and the Polk County Workforce Development Board, Inc. (d/b/a CareerSource Polk)

R. COUNTY ATTORNEY

R.34. SET HEARING to consider adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (IT Headquarters). (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

R.35. SET HEARING to consider adoption of an ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC. (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

R.36. SET HEARING to consider adoption of an ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc. (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

R.37. Request Board adopt a Resolution approving the issuance by the Housing Finance Authority of its multifamily housing revenue bonds in the aggregate face amount not to exceed $27,800,000, to provide funds to finance a multifamily residential rental housing facility for persons or families of low and moderate income to be owned by Lakewood Terrace Preservation, LTD., or an affiliate thereof, located in Polk County, Florida.

R.38. Release of Lien related to an Affordable Housing Impact Fee Waiver for Ricky O. Johnsey (No fiscal impact).

ANNOUNCEMENTS

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

- Wednesday, April 22, 2026 – 11:00 a.m. – Tourist Development Council (TDC) Board will meet at Lake Myrtle Sports Complex, 2701 Myrtle Park Road, Auburndale.

- Thursday, April 23, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, April 23, 2026 – 9:00 a.m. – 2026 State of the County – Polk State College Center for Public Safety, 1251 Jim Keene Boulevard, Winter Haven.

- Thursday, April 23, 2026 – 1:00 p.m. – Land Use Hearing Officer (LUHO) Hearings will be held in the County Commission Boardroom.

- Saturday, April 25, 2026 – 8:00 a.m. – Keep Polk County Beautiful (KPCB) & Eloise Community Redevelopment Agency (CRA) Curbside Cleanup & Tire Collection Event, Johnny & Freda Brooks Resource Center, 710 Snively Avenue, Eloise.

- Monday, April 27, 2026 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, April 29, 2026 – 1:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

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

- Friday, May 1, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

Agenda Item A.1. 4/21/2026

SUBJECT

Employee Recognition

DESCRIPTION

Henry E. Bass, Jr. - Roads and Drainage - 30 years

Dean A. Hrobar - Fire Rescue - 30 years

Tommy E. Pueschell, Jr. - Fire Rescue - 30 years

Mary Isabel Valdez Gonzalez - Solid Waste - 30 years

Neal Duncan - Tourism/Sports Marketing - 20 years

Daniel R. Weible - Information Technology - 20 years

RECOMMENDATION

Approve

FISCAL IMPACT

N/A

CONTACT INFORMATION

Amber Smith

Communications Division Director

ambersmith@polkfl.gov

Agenda Item A.2. 4/21/2026

SUBJECT

Lance Schmidt, Principal and Chris Kessler, Principal with CliftonLarsonAllen, LLP, will present the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2025.

DESCRIPTION

The results of the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2025, will be presented by Lance Schmidt, Principal and Chris Kessler, Principal with CliftonLarsonAllen, LLP. The county received an Unmodified Opinion.

RECOMMENDATION

Accept receipt of the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2025.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tanra-Lee Milson

Senior Accounting Manager

(863)534-6598

Agenda Item C.1. 4/21/2026

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item C.2. 4/21/2026

SUBJECT

Minutes of Regular Board meeting held on April 7, 2026.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Polk County Board of County Commissioners

Meeting Minutes - Draft

April 07, 2026 Regular BoCC meeting

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Rollcall

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

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

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

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

C.1. Disbursements.

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

C.2. Minutes of Regular Board meeting held on March 17, 2026.

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

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve agreement with Dewberry Engineers, Inc. to provide engineering services for repairs to Circle B Bar Reserve from Hurricane Milton (Not-to-Exceed of $1,149,927.44).

Minutes: County Manager Bill Beasley discussed the agreement with Dewberry Engineers, Inc., providing engineering services for repairs to Circle B Bar Reserve from Hurricane Milton. He recommended approval.

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

G.2. Approve construction contract with Central Concrete Products Inc. for the Wabash Park Basketball Court and Sidewalk project ($481,981.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Central Concrete Products Inc., for the Wabash Park basketball court and sidewalk project. He recommended approval.

Commissioner Scott said he has visited this area a lot and has been to that center. He stated he appreciates the resources we have there for the younger kids but there is not much of an activity center for the older kids and he is appreciative of the county putting

this together. He said it will serve that community very well.

Mr. Beasley said we did hear from the senior community and the walking trail was the number one thing that they wanted to be able to get outside and get some active exercise.

Chair Santiago said she does not play basketball and she noticed the floor of the court is different.

Derek Harpe, Parks and Natural Resources, said is it tiles that they have used at other courts. He said it gives a better aesthetic and it is a safer surface.

Mr. Beasley said this is the new standard, maintenance cost is minimal, and the capital cost is acceptable.

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

G.3. Approve Consultant Services Authorization (CSA) No. 2025-054-03 with RS&H Inc. (Consultant) to provide Construction Engineering and Inspection (CEI) services for the Country Club Road at Buckeye Loop Road Intersection Improvement Project. ($460,157.24 one-time expense).

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization No. 2025-054-03 with RS&H Inc., providing construction engineering and inspection services for the Country Club Road at Buckeye Loop Road intersection improvement project. He recommended approval.

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

G.4. Approve Consultant Services Authorization (CSA) No. 2022-095-06 with RK&K, LLP, (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Bates Road Intersection Improvement project. (Total cost not to exceed $307,006.07)

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization No. 2022-095-06 with RK&K, LLP, providing professional design services for the development of full construction documents for the US 27 at Bates Road intersection improvement project. He recommended approval.

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

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman had no comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson said he has received a lot of rain in the last couple of days. He asked about the Burn Ban and where we are at with this.

County Attorney Randy Mink said he thinks they are hesitant and if it dries up we are back over the 500 index. He said he will have discussions with the fire chief. He said he looks everyday at the KDBI.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell asked for a few days window to burn.

County Attorney Randy Mink said the fire chief can do a temporary one for up to seven days. He said he can look at that too.

Commissioner Braswell said it is election day for Bartow, Dundee, Lake Wales, and Haines City. He said there are notoriously low turnouts on city elections and now is the opportunity to say something about who you elect as city commissioners. He said last week in Okeechobee a four-year old kid got a hold of a gun, shot themself playing with it and survived. He said about a year ago in Davenport the exact same thing happened a four-year old got a hold of a gun, shot himself and died. He said April is Child Gun Safety Education Month and there has been a huge increase in these incidents and they usually happen at home. He said it is frequently kids between the ages 11 and 15. He said it is not about access it is about education. He recognized those here with In-Gauge Polk County. He said they offer gun safety training, a concealed carry course, advanced training, and church guardian programs. He said it is based on responsible ownership, safe handling and awareness. He stated they have a kids program called Eddie Eagle and it teaches kids the four steps of when you find a gun and that is stop, don't touch it, run away, and tell a grown up. He said it is a great program if we can prevent one tragedy. He thanked them for being here. He said they have a FaceBook page, a website and we will get their information out.

Chair Santiago thanked them for being here today and said we appreciate the work they do for our county.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott said Sun 'n Fun is coming up. He said this is a great event of aviation and we will look forward to that next week. He said to bring clarity, he has a stack of everything Mr. Abercrombie has requested of public records. He said he has hard copies to be delivered to him and the Hunt Fountain Park removal, disposal and the installation of new fence is on the very top. He said over the next couple of months he will visit several of the surrounding counties Animal Control Centers and will be taking some notes. He said if we can look at some incremental improvements he will be doing that.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago said she was going to bring up the election. She thanked Commissioner Braswell for bringing that up and said the turnout is usually low. She encouraged everyone to vote.

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

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

N.1. PUBLIC HEARING (LDCT-2025-28 Flex Space & Retail Plazas) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to add standards for Flex Space and Retail Plazas. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment for Flex Space and Retail Plazas. He said that staff and the Planning Commission recommends approval. He said that this is the first reading.

The Chair opened a public hearing.

James Abercrombie said compatibility is suggestive and there is no real definition for compatibility. He said infrastructure is nothing more than parks, fire stations and schools. He said today it is so confusing to go through the Land Development Code and they overrun everything. He said they keep making this harder and harder. He said if we say it, it means nothing because we are not professionals. He asked where are the citizens considered. He said he signed up for updates on the Kathleen meeting and he received nothing.

The Chair closed the public hearing.

N.2. PUBLIC HEARING (LDCT-2025-29 Storage Yards) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to add storage yards as a new land use activity in the Industrial (IND) districts. (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

N.3. PUBLIC HEARING (LDCT-2025-30 Administrative Plat Approval) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance changes to the Florida Statutes. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment for Administrative Plat Approval. He said that staff and the Planning Commission recommends approval. He said that this is the first reading. He said he would offer one amendment to have an alternate signature authority and he recommended adding that in absence of the Land Development Director that an assistant or deputy county manager could be the final signature on a plat.

The Board reached consensus on adding an alternate signature authority for the plats.

The Chair opened a public hearing.

James Abercrombie said they are taking away their power again and they have nothing to say about it. He said it is unconstitutional and we do not need this. He said Mr. Allen is a common name, he is part of the process and is on the committees. He said we are supposed to have the say and not the attorneys. He said these people are taking over and it is not right.

The Chair closed the public hearing.

O. PUBLIC HEARINGS

O.1. PUBLIC HEARING to Consider Adoption of a Resolution Allowing for the Installation of One Additional Traffic Calming Device (Speed Hump) on Avenue Y Northeast, Near Winter Haven. (estimated $5,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, discussed the resolution allowing for the installation of one additional traffic calming device on Avenue Y Northeast, near Winter Haven. She said that this received the required favorable votes.

The Chair opened a public hearing; no one spoke.

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

O.2. PUBLIC HEARING to Consider Adoption of a Resolution to vacate a portion of platted, unopened, and unmaintained right-of-way as shown on the map of Cruse and Horney's First Addition to Lake Bonny Park, Lakeland, Florida and request Board accept a Drainage Easement from Arizona Holding IV, LLC. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, discussed the resolution vacating a

portion of platted, unopened, and unmaintained right-of-way as shown on the map of Cruse and Horney's First Addition to Lake Bonny Park, Lakeland, Florida and requested the Board accept a drainage easement from Arizona Holding IV, LLC. He recommended approval. He said there are no objections to the proposed request.

Upon question, Mr. Lowery said there is an existing ditch that would allow for future extension of it if needed. He said what is there today is working.

The Chair opened a public hearing; no one spoke.

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

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

P.1. Comments.

Minutes: David Butler said a couple weeks ago the sheriff offered TSA agents to come work for the Sheriff's office because they would not miss a paycheck. He said the sheriff said that they offer overtime. He stated street level deputies do not get overtime and if they get overtime they are to flex the time off and have to go home early or come in late. He said there were 12,000 hours of flexed overtime for these deputies last year. He said they have money in the budget for the airplane that they fly on. He said to pay them for the overtime they deserve. He thanked Commissioner Scott for listening to the people on Animal Control.

Commissioner Wilson responded and said when we fly it is for appropriations from the state or Washington D.C. He said it is cheaper than flying commercial. He said on two trips we brought $22 million back to Polk County from the state and the feds. He said the money brought back makes things better for this county. He said they are expecting another $11 or $12 million for a total of $35 million. He said if we can do it cheaper and we can bring back money for Polk County and we do not go to New Orleans on this plane like you think or everybody else thinks. He stated we go to work, bring money back and make it better and cheaper to get that job done.

Kay Bourque discussed the need for spay and neuter programs. She said critical prevention programs are either missing, underdeveloped or under supported. She discussed the high number of puppies that are out of control. She discussed spay and neuter programs that are funded by the community.

Eve Salimbene thanked Commissioner Scott for taking the time and she encouraged the others to do the same. She discussed citizens seizing animals and the requirements of doing it correctly. She said they have reports of animals in cages for 2-7 days before Animal Control can get there. She asked for them to look into why the code says unaltered animals.

County Manager Bill Beasley said that they will look into this.

Charlene Leis said the last time she was here she spoke of the connection with domestic violence and animal abuse. She said this is a crisis that is happening in our community. She asked if they know how many have to give up their pets. She said this could be the only source of comfort that the victim had left.

Commissioner Scott said he did ask the Sheriff's office for more data for domestic violence scenarios versus animal abuse. He said he appreciates the insight to look into that.

Commissioner Troutman said some of the advocates for animals are trying to suggest that because of Animal Control we are seeing spikes in domestic abuse and she stated there is no causation linked between the two. She said they are right when you look at young children and adults that oftentimes sociopaths in our society start out with cruelty to animals but in no way is that linked to what we do at Animal Control.

Audrey Stansbury said she is a small scale animal rescuer. She showed pictures of animals that came from the shelter and she discussed their conditions.

Debbie Hicks discussed the Animal Control facility and she discussed more people and animals coming. She said that we need a committee and we need to look at all different angles. She said she appreciates them looking at this.

James Abercrombie discussed his case he took to court and said he won. He said he beat the county 100% and he lost everything he had. He said he tried to get his money back and to get his attorney fees and they won that and said he is the only one in history that got the attorney's fees back.

Kristin Ahlberg showed pictures of cats and dogs that have been used in pitbull rings. She discussed how this happens when animals are given away for free. She showed a picture of cockroaches in dog food. She said Judd is selling the dead cats because of the money. She said they are asking for $50,000 for TNR.

Meeting adjourned at 10:12 a.m.

Agenda Item D.1. 4/21/2026

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item G.1. 4/21/2026

SUBJECT

Approve construction contract with Rogar Management & Consulting of Florida, LLC for the Maine Avenue Sidewalk project ($2,418,685.50 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested Procurement solicit bids from qualified contractors who were interested in the construction of approximately 0.58 miles of ADA compliant sidewalk along Maine Avenue, spanning from Combee Road to Reynolds Road.

This project is intended to create a continuous, accessible pedestrian pathway that enhances safety and mobility for residents and students. Once completed, the improvement will provide safe and functional access to Oscar J. Pope Elementary School, located on the north side of Maine Avenue.

Bid 25-418, Maine Avenue Sidewalk Project was issued, and seven contractors submitted a bid.

Company	Location	Total
Rogar Management & Consulting of Florida, LLC	Tampa, FL	$2,303,510.50
American Design Engineering Construction, Inc.	Weston, FL	$2,319,135.36
Kamminga & Roodvoets, Inc	Tampa, FL	$2,420,669.90
CM Engineering Services FL, PLLC	Kissimmee, FL	$2,509,000.00
Central Concrete Products	Bartow, FL	$2,925,173.00
Gibbs & Register, Inc	Winter Garden, FL	$3,597,502.50
Cathcart Construction Company Florida, LLC	Winter Springs, FL	$3,779,533.00

A recommendation of award was issued to Rogar Management & Consulting of Florida, LLC and no protests were received. In accordance with Resolution No. 13-066, $115,175.00 was added to the contract for allowance work for a total contract amount of $2,418,685.50. The contract time for this project is 255 days to final completion. Allowance time for the project is 38 days.

This project is funded through a federally funded Local Agency Program (LAP) through the Florida Department of Transportation (FDOT). The FDOT has reviewed the documents and approves the County to enter into a construction contract with the lowest responsive bidder Rogar Management & Consulting of Florida, LLC.

RECOMMENDATION

Request Board approve a construction contract with Rogar Management & Consulting of Florida, LLC. in the amount of $2,418,685.50 for Bid 25-418, Maine Avenue Sidewalk Project.

FISCAL IMPACT

Funding is budgeted and available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

863.534.5935

tabathashriah@polkfl.gov <mailto:tabathashriah@polkfl.gov>



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CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and Rogar Management & Consulting of FL LLC their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-418, Maine Avenue Sidewalk Project (LAP).

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

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

Article 2. Contract Price: The Contract price includes the total bid price of $2,303,510.50 plus the Allowance Work amount of $115,175.00 the total sum being $2,418,685.50. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 255 calendar days from the Start Date memorialized within the Notice to Proceed. The County and the Contractor agree the Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 255 days. The allowance time for this project is 38 days.

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

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

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

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

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

ATTEST: STACYM. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

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

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Noah Milner 3/17/2026
County Attorney's Office Date

ATTEST:

Randy Padilla
Corporate Secretary

SEAL

ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
LIMITED LIABILITY
FLORIDA
2005
COMPANY

CONTRACTOR: Rogar Management & Consulting of FL LLC

BY:_____
Authorized Corporate Officer or Individual

Javier Rodriguez
(Printed or Typed Name of Signer)

Managing Member
(Printed or Typed Title of Signer)

12011 SW 129th CT Unit 5, Miami, FL 33186
(Business Address of Contractor)

786-573-1872
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF FLORIDA County OF MIAMI-DADE

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1/27/2026 (Date) by JAVIER RODRIGUEZ (Name of officer or agent) as MANAGING MEMBER (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 1/27/2026 (Date) _____ (Official Notary Signature and Notary Seal)

LISETTE COMPANIONI (Name of Notary typed, printed or stamped)

Commission Number HH 383258 Commission Expiration Date 07/06/2029

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



Detail by Entity Name

Florida Limited Liability Company
ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C.

Filing Information

Document Number	L05000069174
FEI/EIN Number	74-3148751
Date Filed	07/13/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/22/2005
Event Effective Date	NONE

Principal Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Mailing Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Registered Agent Name & Address

JAVIER, RODRIGUEZ
12011 SW 129 COURT
UNIT 5
MIAMI, FL 33186

Name Changed: 04/17/2008

Address Changed: 01/31/2011

Authorized Person(s) Detail

Name & Address

Title MGR

RODRIGUEZ, JAVIER
12011 S W 129 CT UNIT #5
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	01/26/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
06/12/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
07/06/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ADD CHG	View image in PDF format
01/31/2011 -- Reg. Agent Change	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
05/29/2007 -- Reg. Agent Change	View image in PDF format
02/05/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
11/22/2005 -- Amendment	View image in PDF format
07/13/2005 -- Florida Limited Liabilites	View image in PDF format

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  - Reps and Certs (FAR/DFARS)
  - Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C

Active Registration

Unique Entity ID
JAQCC7Q6J5N1

CAGE/NCAGE
6NWW6

Expiration Date
Sep 10, 2026

Physical Address
12011 SW 129TH CT Unit 5
Miami, Florida
33186-6933, United States

Mailing Address
12011 SW 129TH CT Unit 5
Miami, Florida
33186-6933, United States

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
ROGAR MANAGEMENT & CONSULTING OF FLORIDA VENTURE

URL
(blank)

Division Name
(blank)

Division Number
(blank)

Congressional District
Florida 28

State/Country of Incorporation
Florida, United States

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Registration Dates

Activation Date
Sep 12, 2025

Initial Registration Date
Feb 8, 2012

Submission Date
Sep 10, 2025

Entity Dates

Entity Start Date
Jul 13, 2005

Fiscal Year End Close Date
Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**(blank)**

Socio-Economic Types

Self Certified Small Disadvantaged Business, DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset ⓘ
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **6NWW6**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Government Business

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186

United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Past Performance

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

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Listing of Prequalified Contractors

Contractor with Name ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC F743148751001 EXPIRES: 6/30/2026	12011 SW 129 COURT UNIT 5 MIAMI, FL 33186 (786)573-1872	12011 SW 129TH COURT UNIT 5 MIAMI, FL 33186 (786)573-1872

WORK CLASSES

BRIDGE PAINTING	DRAINAGE
FENCING	GRASSING, SEEDING AND SODDING
HOT PLANT-MIXED BITUM. COURSES	PAVEMENT MARKING
ROADWAY SIGNING	SIDEWALK

* Retaining Wall, Soundwall Repair, Tree Removal, Tree Trimming, Rehabilitation of Slope Pavement.

miamidade.gov

Contractor License Information

Contractor Number:	10BS00645
Contractor name:	ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
Address:	12011 SW 129 CT STE 5
City, St, Zip:	MIAMI FL 33186
Phone:	(786) 573-1872
Other Phone:	
Fax:	(305) 397-2706
Email:	ROGARLLC@GMAIL.COM
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
BLDG	11	CONCRETE FINISHING	09/30/2026
BLDG	20	FLOORING	09/30/2026
BLDG	27	MASON&DECORATIVE FEN	09/30/2026
BLDG	78	PAINTING	09/30/2026

CONTRACTOR INQUIRY COMPLETE

BCCO Contractor Inquiry and Complaint Search | BCCO Home Page | State License Search Menu

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;

Bond No.: F421106

EXHIBIT II-A (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Rogar Management A Consulting of Florida, LLC., as Principal, and Great American Insurance Company as Surety, located at 301 E 4th Street Cincinnati, OH 45202 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Two Million Five Hundred Fifty-Three Thousand Five Hundred Ten Dollars and 50/100 ($2,553,510.50) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain contract dated _____, 20___ (the "Contract") between Principal and Obligee for performance of Bid 25-418, Maine Avenue Sidewalk Project (LAP), at the times and in the manner proscribed in the Contract; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified therein; and
4. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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

Bond No.: F421106

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__

ATTEST:

PRINCIPAL: Rogar Management & Consulting of Florida, LLC

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness: _____
Randy Padilla

Printed Name: Javier Rodriguez

Witness: _____
Alina Garcia

Title of Person Signing Above: Manager

ATTEST:

SURETY: Great American Insurance Company

(Printed Name)

Witness: _____
Jeffrey Mervine

BY: _____ (SEAL)

Jessie Sloan, Attorney-In-Fact &

Witness: _____
Kasandra Titus

Printed Name Florida Licensed Resident Agent

Business Address 301 E 4th Street

Cincinnati, OH 45202

Inquiries: (321) 800-6594

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Bond No.: F421106

EXHIBIT II-B: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Rogar Management & Consulting of Florida, LLC., as Principal, and Great American Insurance Company, as Surety, located at 301 E 4th Street Cincinnati, OH 45202 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Two Million Five Hundred Fifty-Three Thousand Five Hundred Ten Dollars and 50/100 ($2,553,510.50) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain contract dated _____, 20__ (the "Contract") between Principal and Obligee for;
   Bid 25-418, Maine Avenue Sidewalk Project (LAP). then the Surety shall have no obligation under this Payment Bond.

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

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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

Bond No.: F421106

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: Javier Rodriguez

Witness: _____

Title of Person Signing Above: Manager

ATTEST:

SURETY: Great American Insurance Company

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Jeffrey Mervine

Witness: _____

Kasandra Titus

Jessie Sloan, Attorney-In-Fact &

Printed Name Florida Licensed Resident Agent

Business Address 301 E 4th Street

Cincinnati, OH 45202

Inquiries: (321) 800-6594

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE JESSIE SLOAN HALLIE MARTIN	ALL OF ORLANDO, FLORIDA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of ,

Assistant Secretary

Bond No.: F421106

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-418, Maine Avenue Sidewalk Project (LAP) and the inclusion by Rogar Management & Consulting of Florida, LLC.(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this 26 day of January, 2026, by Great American Insurance Company

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

Inquiries: (321) 800-6594

Great American Insurance Company

BestLink | AMB #: 002213 NAIC #: 16691 FEIN #: 310501234

Mailing Address
301 E. Fourth Street
Cincinnati, Ohio 45202
United States

View Additional Address Information

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830

AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 058317 - American Financial Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	September 30, 1908

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Robert Valenta, CPCU
Director: Donielle Pliss
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
December 11, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1908.

Financial Strength Rating

Effective Date	Rating
December 11, 2025	A+
December 11, 2024	A+
December 15, 2023	A+
December 16, 2022	A+
December 03, 2021	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
December 11, 2025	aa-
December 11, 2024	aa-
December 15, 2023	aa-
December 16, 2022	aa-
December 03, 2021	aa-

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
005990	Great American Insurance Companies (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
087045	Great American Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
094364	Great American Insurance Company (SGB)	Represents the Property/Casualty financials for the Singapore Branch of this legal entity.

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. FOURTH STREET, CINCINNATI, OH 45202
PHONE: (513) 369-5000
UNDERWRITING LIMITATION b/: $325,330,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Ohio

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rogar Management & Consulting of Florida, LLC. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of one hundred fifteen thousand one hundred seventy-five and 53/100 dollars ($115,175.53) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025.

ATTEST:

Witness

Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY 2025

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025

Assistant Secretary

Great American Insurance Company

BestLink AMB #: 002213 NAIC #: 16691 FEIN #: 310501234

Mailing Address
301 E. Fourth Street
Cincinnati, Ohio 45202
United States

View Additional Address Information

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830

AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 058317 - American Financial Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	September 30, 1908

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Robert Valenta, CPCU
Director: Doniella Pilas
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
December 11, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1908.

Financial Strength Rating

Effective Date	Rating
December 11, 2025	A+
December 11, 2024	A+
December 15, 2023	A+
December 16, 2022	A+
December 03, 2021	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
December 11, 2025	aa-
December 11, 2024	aa-
December 15, 2023	aa-
December 16, 2022	aa-
December 03, 2021	aa-

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
005990	Great American Insurance Companies (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
087045	Great American Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. FOURTH STREET, CINCINNATI, OH 45202
PHONE: (513) 369-5000
UNDERWRITING LIMITATION b/: $325,330,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Ohio

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** mmabouchard.certificates@marshmma.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Travelers Property Casualty Co. of Amer — 25674 **INSURER C :** AIG Specialty Insurance Co. — 26883 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 808485212 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	9894837	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	Pollution Liab	Y		CPO19156512	6/1/2023	6/1/2026	Each Occ/Aggregate	5,000,000

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

Date: 9/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-68-296

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Rogar Management & Consulting of Florida, L.L.C.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 09-08-25 (KLT)

Begin Date: 11/11/2019

CERTIFICATE HOLDER

POLK COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
P.O. BOX 9005, DRAWER AS05
BARTOW, FL 33830

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

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PRODUCER	CONTACT NAME: Amanda Nogues
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda.nogues@eigrisk.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rogar Management & Consulting of Florida LLC 12011 SW 129 Ct, Unit 5 Miami FL 33186	INSURER A: Admiral Insurance Company	24856
	INSURER B: Landmark American Insurance Company	33138
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024 Master **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CA000043712-04	11/18/2024	11/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			LHA603789	11/18/2024	11/18/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005
Drawer AS05
Bartow FL 33830

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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PRODUCER	CONTACT NAME: Carlos Luis	
State Farm Carlos Luis 6001 Bird Rd Miami FL 331555209	PHONE (A/C, No, Ext): 305-663-2300	FAX (A/C, No):
	E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P77 7017-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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PRODUCER

StateFarm

Carlos Luis
6001 Bird Rd
Miami FL 331555209

CONTACT NAME: Carlos Luis
PHONE (A/C, No, Ext): 305-663-2300 **FAX (A/C, No):**
E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 5
MIAMI FL 331866933

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

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	P80 1234-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			P80 1236-E18-59A	05/18/2025	11/18/2025	BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			P80 1235-E18-59A	05/18/2025	11/18/2025	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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PRODUCER StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	**CONTACT NAME:** Carlos Luis **PHONE (A/C, No, Ext):** 305-663-2300 **FAX (A/C, No):** **E-MAIL ADDRESS:** carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : State Farm Mutual Automobile Insurance Company / 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	K84 4215-E18-59	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			K84 4250-E18-59	05/18/2025	11/18/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			K84 4220-E18-59	05/18/2025	11/18/2025	PROPERTY DAMAGE (Per accident)	$
				K84 4226-E18-59	05/18/2025	11/18/2025		$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL)
County of Miami Dade) SS

Javier Rodriguez ,being first duly sworn, deposes and says that:

1. They are Managing Member of Rogar Management & Consulting of FL LLC, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Managing Member
Title _____

Subscribed and sworn to before me this 09 day of SEPTEMBER, 20 25

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC

MANAGING MEMBER
(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 09 day of September, 20 25

Name of Firm Rogar Management & Consulting of FL LLC

By Javier Rodriguez

Managing Member
Title of Person Signing

Subscribed and sworn to before me this 09 day of SEPTEMBER, 2025

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC.

MANAGING MEMBER
(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

Self Performed

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid:

   _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_

_____

_____

(Title)

My Commission expires_____

N/A

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=O , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

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

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-418

Rogar Management & Consulting of FL, LLC.

Contractor

Signature

Javier Rodriguez

Printed Name of Signer

1/26/26

Date

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Maine Avenue Sidewalk Project (LAP) Bid 25-418

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BIDPRICE** $ 2,303,510.50
(Note: This total represents the sum. of the unit prices on Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

Two million three hundred three thousand fie hundred ten DOLLARS

Fifty CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 255 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** Rogar Management & Consulting of FL LLC
(typed or printed: firm, corporation, business or individual)

Exhibit "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Rogar Management & Consulting of FL LLC (Contractor) certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Rogar Management & Consulting of FL LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Javier Rodriguez / Managing Member
Name and Title of Contractor's Authorized Official

09/10/25
Date

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: Rogar Management & Consulting of FL LLC

DATE: 09/10/25

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY

BID FILE NO: 25-418

County Project: LAP 446294-1-58-01

FINANCIAL MANAGEMENT NUMBER: 446294-1-58-01

ISSUE DATE: July 24, 2025

SPECIAL NOTE: Construction Engineering Inspection (CEI) for oversight will be provided under the County's Contract. Construction may not begin until after the CEI agreement has been executed.

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net
Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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

Please See Attached
State Certification Number

Javier Rodriguez
Individual's Name (Print or Type)

N/A
Polk County Registration Number

Javier Rodriguez
Individual's Name (Print or Type)

N/A
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 9/8/2025

Addendum No. 2 Date 9/10/2025

Addendum No. _____ Date _____

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

Submittal Date 09/17/2025
(Bid Receiving Date)

BIDDER: Rogar Management & Consulting of FL LLC

BY: _____
(Authorized Signature - in ink)

Javier Rodriguez
(Printed Name of Signer)

Managing Member
(Printed Title of Signer)

12011 SW 129TH CT Unit #5	Miami	Florida	33186
Address	City	State	Zip Code

786-573-1872
Telephone Number

rogarllc@gmail.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Miami Dade

The foregoing instruments was acknowledged before me by means of D physical presence or online notarization this 09/10/25 (Date) by Javier Rodriguez (Name of officer or agent) as Managing Member (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or D has produced Personally Known as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this september 09 2025 (Date) _____

_____ (Official Notary Signature and Notary Seal)

LISETTE COMPANIONI (Name of Notary typed, printed or stamped)

Commission Number HH 383258 Commission Expiration Date 7-06-29

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF N/A County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF N/A County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF N/A _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 25-418 Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way Bid Sheet

No.	Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
				ROADWAY ITEMS		
1	101 1	LS	1	MOBILIZATION	$ 100,000.00	$ 100,000.00
2	102 1	LS	1	MAINTENANCE OF TRAFFIC	$ 75,000.00	$ 75,000.00
3	102 3	CY	49.1	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	$ 100.00	$ 4,910.00
4	102 60	ED	11,020	WORK ZONE SIGN	$ 2.00	$ 22,040.00
5	102 71 13	LF	680	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	$ 68.00	$ 46,240.00
6	102 74 1	ED	3,400	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	$ 1.00	$ 3,400.00
7	102 99	ED	1,498	PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	$ 15.00	$ 22,470.00
8	102 115	ED	530	TYPE III BARRICADE	$ 2.00	$ 1,060.00
9	104 10 3	LF	267	SEDIMENT BARRIER	$ 4.00	$ 1,068.00
10	104 11	LF	20	FLOATING TURBIDITY BARRIER	$ 10.00	$ 200.00
11	104 12	LF	555	STAKED TURBIDITY BARRIER	$ 4.00	$ 2,220.00
12	104 18	EA	2	INLET PROTECTION SYSTEM	$ 100.00	$ 200.00
13	110 1 1	AC	0.87	CLEARING & GRUBBING	$ 50,000.00	$ 43,500.00
14	110 4 10	SY	230	REMOVAL OF EXISTING CONCRETE	$ 50.00	$ 11,500.00
15	110 7 1	EA	10	MAILBOX, F&I	$ 200.00	$ 2,000.00
16	120 1	CY	777.5	REGULAR EXCAVATION	$ 64.00	$ 49,760.00
17	120 6	CY	293	EMBANKMENT	$ 74.00	$ 21,682.00
18	425 6	EA	5	VALVE BOXES, ADJUST	$ 1,500.00	$ 7,500.00
19	425 1521	EA	20	INLETS, DT BOT, TYPE C, <10'	$ 18,000.00	$ 360,000.00
20	425 1531	EA	5	INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'	$ 14,000.00	$ 70,000.00
21	425 1585	EA	3	INLETS, DT BOT, TYPE H, PARTIAL	$ 10,000.00	$ 30,000.00
22	425 1910	EA	2.00	INLETS, CLOSED FLUME	$ 5,000.00	$ 10,000.00
23	430 174 124	LF	26.00	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	$ 300.00	$ 7,800.00
24	430 175 118	LF	1374	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	$ 325.00	$ 446,550.00
25	430 175 260	LF	130	PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD	$ 600.00	$ 78,000.00
26	430 982 125	EA	2	MITERED END SECTION, OPTIONAL ROUND, 18" CD	$ 4,000.00	$ 8,000.00
27	430 982 643	EA	1	MITERED END SECTION, OPTIONAL ROUND, 60" CD	$ 10,000.00	$ 10,000.00
28	430 984 129	EA	2	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$ 6,000.00	$ 12,000.00
29	515 1 1	LF	754	PIPE HANDRAIL - GUIDERAIL, STEEL	$ 243.00	$ 183,222.00
30	520 1 10	LF	503	CONCRETE CURB & GUTTER, TYPE F	$ 60.00	$ 30,180.00
31	522 2	SY	1813	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	$ 139.00	$ 252,007.00
32	524 1 1	SY	9.3	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"	$ 100.00	$ 930.00
33	526 1 1	SY	18	PAVERS, ARCHITECTURAL, SIDEWALK	$ 100.00	$ 1,800.00
34	527 2	SF	139	DETECTABLE WARNINGS	$ 31.00	$ 4,309.00
35	570 1 2	SY	2450	PEREFORMANCE TURF, SOD	$ 14.00	$ 34,300.00
				SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6	SINGLE POST SIGN	$ 400.00	$ 2,400.00
37	710 90	LS	1	PAINTED PAVEMENT MARKING FINAL SURFACE	$ 4,000.00	$ 4,000.00

	*	LF	443	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	*	LF	245	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	$ 6.00	$ 2,658.00
39	711 11 125	LF	12	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK	$ 20.00	$ 240.00
40	711 14 125	LF	233	THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK	$ 28.00	$ 6,524.00
41	711 17 1	SF	22	THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN	$ 10.00	$ 220.00
---	---	---	---	**STRUCTURE ITEMS**	---	---
42	400 4 11	CY	323.1	CONCRETE CLASS IV, RETAINING WALLS	$ 600.00	$ 193,860.00
43	415 1 3	LB	26,507	REINFORCING STEEL - RETAINING WALLS	$ 1.50	$ 39,760.50
---	---	---	---	**PROJECT CONTINGENCY**	---	---
	999-906	$	1	MISCELLANEOUS	$ 100,000.00	$ 100,000.00
				BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:		$ 2,303,510.50

Rogar Management & Consulting of of FL LLC

Company Name

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL)

County of Miami Dade SS)

Javier Rodriguez ,being first duly sworn, deposes and says that:

1. They are Managing Member of Rogar Management & Consulting of FL LLC, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title Managing Member

Subscribed and sworn to before me this 09 day of SEPTEMBER 20 25

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC

MANAGING MEMBER

(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 09 day of September, 20 25

Name of Firm Rogar Management & Consulting of FL LLC

By Javier Rodriguez

Managing Member
Title of Person Signing

Subscribed and sworn to before me this 09 day of SEPTEMBER, 2025

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC.

MANAGING MEMBER
(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-418
PROJECT NAME: Manie Avenue Sidewalk Project - LAP

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

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

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

Company Name: Rogar Management & Consulting of FL LLC

Signature	Manging Member	09/15/2025
	Title	Date

STATE OF: Florida COUNTY OF: Miami Dade

The foregoing instrument was signed and acknowledged before me this 09 day of September, 2025, by ____ who has produced
(Print or Type Name)

_____ as identification. (Type of Identification and Number)

Notary Public Signature

LISETTE COMPANIONI
Printed Name of Notary Public

HH 383258
Notary Commission Number/Expiration

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

Contained within this addendum: Utility work schedule added, and questions and answers received.

To obtain a copy of the project utility work schedule please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-418, Maine Ave Sidewalk.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 bid submittal.

Signature: _____

Printed Name: Javier Rodriguez

Title: Managing Member

Company: Rogar Management & Consulting of FL LLC

BID 25-418
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
ADDENDUM #1

Question 1: If we as the prime bidder do not have FDOT prequalification in one or more of the areas identified, can the subcontractor that we plan to hire have it?

Answer: Required FDOT certifications can be covered by either the Prime Contractor or a Subconsultant. The Prime Consultant shall perform at least 51% of the project.

Question 2: Please confirm per the pre-construction meeting this job is Davis Bacon Related?

Answer: Concur this project is Davis Bacon Related.

Question 3: Please confirm per the pre-construction meeting this job is expected to start January – February 2026

Answer: Concur with a January/February 2026 anticipated NTP timeframe.

Question 4: Please confirm per the pre-construction meeting this job is FDOT off system?

Answer: Concur that this is an FDOT off-system project.

Question 5: Will TV and laser profiling be required for the storm drain?

Answer: Laser profiles and video inspections are required for pipes under 48" diameter.

Question 6: Will the prime contractor be required to have a QC manager?

Answer: QC testing will be required by the contractor. The CEI will be responsible for QC verification.

Question 7: Please confirm per the pre-construction meeting this job will not be required to utilize the FDOT MAC system?

Answer: Concur that FDOT MAC system is not required.

Question 8: Can the County please provide a schedule of trees that are required to be removed?

Answer: ***Tree assessment:***

Location	***Size***
STA. 49+90 –	*1x 6" tree (Oak)*
STA. 49+95-	*1x 8" tree*

STA. 50+30- 2x 5" trees and 1x 9" tree
STA. 51+00 1x 9" tree
STA. 51+80: 1x 36" tree
STA. 51+85: 1x 18" tree
STA. 52+00: 1x 42" tree
STA. 52+10: 1x 18" tree
STA. 52+60: Cluster of 4x16" trees
STA. 52+95: 1x 36" tree
STA. 53+00: 1x 6" tree
STA. 53+05: 1x 24" tree
STA. 53+35: 1x 8" tree
STA. 53+55: 1x overturned 12" tree
STA. 53+70: 1x 30" tree
STA. 53+95: Cluster of 8-10 <6" diameter trees
STA. 54+05-54+10: 2x overturned 8" diameter trees

Question 9: Can the County provide a lay down area near the project?

Answer: The County has right-of-way available along the south side of Maine Avenue east Reynolds Avenue.

Question 10: Please confirm per the pre-construction meeting that concrete pipe is the only allowed material to be used for the drainage work?

Answer: Per Plan Sheet 7, Optional Materials Tabulation, all storm drainpipes shall be Reinforced Concrete Pipe Class II or Elliptical Reinforced Concrete Pipe Class II.

Question 11: Iowa Road, Augusta Avenue and Donna Drive all have storm drain shown to be installed across the asphalt roadway. I do not see any plan on limits or bid items to repair the road after the drainage pipes are installed?

Answer: All work and items associated with the pipe installation is incidental to cost of the pipe installation. The contractor's bid price should include the pavement cost.

Question 12: The concrete driveways along Maine Avenue from Hutchins Street to 2827 Maine Avenue do not have concrete aprons and are not shown to have concrete aprons to be installed but the rest of the job does have them. Please advise?

Answer: Please construct driveway as shown in the plans.

Question 13: Can you please provide a utility work schedule for the utility owner that have to move their utilities?

Answer: The Utility Work Schedule documents have been added to the FTP site. The schedule is as follows:

- Spectrum – 4 days
- Lakeland Electric – 12 days
- Lakeland Water – 60 days
- Winter Haven Water – 5 days

- Frontier – 4 days
- TECO Peoples Gas – 2 days

Question 14: BSU-2 is required to submit with the bid that page number is not in the bid documents?

Answer: BSU-1 through BSU-5 and the Bid Sheet are required to be submitted. They can be found on PDF pages 135-141 in the Bid 25-418 Bid Package document.

Question 15: Page 4 of the plans shows Typical section 47+54 to 55+37 to have 4" concrete sidewalks and the plans does not have a 4" concrete sidewalk pay item?

Answer: The 4" shown on sheet 4 is incorrect. All sidewalk is to be 6" thick. Please see General Note number 13 on sheet 8.

Question 16: Can an asphalt pay item be added for a curb pad so if it's not needed it will not be invoiced?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 17: Is the asphalt for the proposed curb included in the curb price?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 18: Please confirm that RCP is the only pipe acceptable?

Answer: Reinforced Concrete Pipe (RCP) is the only pipe acceptable on this project; please see sheet 7 of the plans.

Question 19: Who will be the CEI for this project?

Answer: The CEI for this project has not been selected yet.

Question 20: Will inlet protection for new structures be paid for under bid item 104-18 Inlet protection or are they to be included in the price for new structures?

Answer: The inlet protection is for the existing structures, the cost for the new structures includes the price of the inlet protection.

Question 21: Is a post construction video required?

Answer: Yes, post construction video is required for all pipe installations.

Question 22: Are certified payrolls required due to the federal funding?

Answer: The bid does require certified payrolls.

Question 23: Is OJT Required for this project?

Answer: No.

Question 24: Can bid items along with descriptions (for thickness) be added for stabilization, road base and asphalt? These road work items will be needed for crossing Iowa Rd. Augusta Ave. and Donna Dr. with the new storm drainage?

Answer: The asphalt associated with the pipe replacement is incidental to the unit price of the pipe. The pipe trench should be backfilled and compacted and the last 2" of asphalt should match existing pavement. The cutting of existing pavement is also incidental and should be included in the pipe unit cost.

Question 25: At station 45+10 the plans show for the existing driveway to remain per the legend hash marks. But the new storm is shown to be installed under this driveway, and the existing storm pipe will need to be removed. Is this correct?

Answer: The driveway located at station 45+10 is a dirt driveway and the plans indicate that the new pipe will be install and the drive will remain a dirt driveway.

Question 26: From station 49+00 to 55+00, do any of the trees on the south side of the power lines need to be removed? The plans don't call for any of these trees to be removed and there is no way to determine the exact location prior to survey?

Answer: All trees within the Right of Way that will prevent the construction of the work are to be removed and should be paid for under Clearing and Grubbing.

Question 27: In reference to Bid Item 430-175-260 Pipe Culvert Round 60", can this item be changed to 48" x 76" ERCP to match the plans?

Answer: The pay item 430-175-260 (60" other) represent 48"x76" ERCP. The phrase "other" means elliptical.

Question 28: Does the proposed 48" x 76" MES (S-30) need to have bar grates like the existing MES has?

Answer: The bars are not required for larger pipes.

Question 29: Does SD-1 or SD-2 require bar grates?

Answer: Yes, SD-1 & SD-2 needs bar grates.

Question 30: Is a project sign required?

Answer: Yes, a project sign is required.

Question 31: Will the City of Lakeland adjust all waterlines and services that are in conflict?

Answer: Yes, the City of Lakeland Water will adjust all waterlines and service laterals. Please see the Utility Work Schedule for Lakeland Water.

Question 32: If the City's work is to be completed during construction, the City will need to provide the number of days required for their work so the contractor can account for additional MOT and down time while waiting on the City to perform this work?

Answer: Please see the Utility Work Schedules for utility adjustments before and during construction.

Question 33: The detail on plan sheet 18 shows 8" of limerock under the proposed pavers and 5' sidewalk. Is this limerock to be included in the price of the pavers?

Answer: Yes, the limerock is to be included in the price of the pavers.

Question 34: Is 8" limerock required beneath the proposed 5' concrete sidewalk for the entire length or just at the paver driveway per the detail on plan sheet 18?

Answer: Limerock is not needed under the entire length of the 5' sidewalk only in the location/areas of the driveways.

Question 35: Can details for the temporary wall be provided? The locations for these walls are shown on plan sheets W-8 & W-9 and referenced on plan sheet 58 Phase II of the Typical Section of the MOT. The depth of this temporary wall needs to be designed by the engineer based on soil conditions?

Answer: The temporary walls are considered non-critical due to the distance between the wall and live traffic. The design is the responsibility of the contractor.

Question 36: Is vibration monitoring required for installing the temporary wall?

Answer: Vibration monitoring is not required.

Question 37: In reference to the temporary wall chart on plan sheet 62, the stations and lengths for Wall #7 & Wall #8 don't match the correct stations as shown on plan sheets W-8 and W-9. The walls are longer. Can this be corrected?

Answer: Use wall limits shown on sheets W-8 and W-9.

Question 38: Under what bid item should grading the special ditch be included, this is a substantial amount of ditch to grade? Can a grading item be added?

Answer: The regrading of the ditch behind the wall is covered under pay item 120-6 which is Embankment.

Question 39: Why is S-33 lid being removed and replaced? The elevation of the existing lid is the same as the proposed?

Answer: Please see Drainage Detail Sheet for the modification of the top to allow construction of the sidewalk. This is for S-31, S-32 & S-33.

Question 40: At station 54+25 the proposed Retaining Wall will be right next to the existing power pole and down guys. These down guys will be exposed to form and pour the retaining wall. Has this been addressed in the design process with the power company? The power company will need to support this pole but will not have room to place a truck within the construction area due to the lack of space?

Answer: The Utility Agency Owner will adjust during or before the wall is constructed. Please see the Utility Work Schedules.

Question 41: Has the County taken into consideration that the existing roadway is failing and there are multiple cracks along this section of roadway. The contractor will be required to operate machinery along this roadway and the potential for road failure is extremely high, especially within the area of the Retaining Wall. Please confirm that the contractor will not be responsible for the continued deterioration of Maine Ave.

Answer: Contractor will not be responsible.

Question 42: In reference to bid item 526-1-1, the current paver driveway has concrete from the edge of pavement back to the homeowner's property line. Can this not be put back like it is by using concrete? The current pavers are extremely old and will be impossible to match. Additionally, the County typically doesn't allow pavers to be installed within there right of way leading up to the edge pf pavement?

Answer: The Contractor should construct a driveway as shown in the plans.

Question 43: Is underdrain required along the inside of the retaining wall as shown in the FDOT Index?

Answer: Underdrain is required per Index 400-010.

Question 44: Can a bid item for unsuitable material be added? We installed the existing elliptical pipe at station 56+00 and all the soil encountered was unsuitable "High Organics". The area of the proposed Retaining Wall is within a wetland and all the excavated material will be unsuitable for backfill?

Answer: Contractors should bid the project based on the quantities for excavation and embankment shown in the plans and the bid tab sheet. Unsuitable material quantities will be identified, quantified, and addressed during construction.

Question 45: What are the warranty requirements?

Answer: Warranty requirements are detailed in Article 15.

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-418

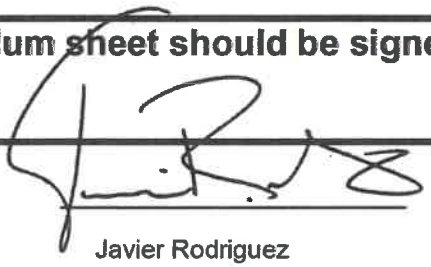
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: Javier Rodriguez

Title: Managing Member

Company: Rogar Management & Consulting of FL LLC

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rogar Management & Consulting of Florida, LLC. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio ,and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of _____ dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025.

ATTEST:

Witness

Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025 .

Assistant Secretary

S1029AJ (04/25)

FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 26,2025

ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129 COURT
MIAMI, FLORIDA 33186

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BRIDGE PAINTING, DRAINAGE, FENCING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, Retaining Wall, Soundwall Repair, Tree Removal, Tree Trimming, Rehabilitation of Slope Pavement.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Contractor License Information

Contractor Number:	10BS00645
Contractor name:	ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
Address:	12011 SW 129 CT STE 5
City, St, Zip:	MIAMI FL 33186
Phone:	(786) 573-1872
Other Phone:	
Fax:	(305) 397-2706
Email:	ROGARLLC@GMAIL.COM
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
BLDG	11	CONCRETE FINISHING	09/30/2026
BLDG	20	FLOORING	09/30/2026
BLDG	27	MASON&DECORATIVE FEN	09/30/2026
BLDG	78	PAINTING	09/30/2026

CONTRACTOR INQUIRY COMPLETE

BCCO Contractor Inquiry and Complaint Search | BCCO Home Page | State License Search Menu

Home | About | Phone Directory | Privacy | Disclaimer

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STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1 CLASSES OF WORK	2 DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	3 CONTRACT (OR SUBCONTRACT) AMOUNT	4 AMOUNT SUBLET TO OTHERS	5 BALANCE OF CONTRACT AMOUNT	6 UNCOMPLETED AMOUNT TO BE DONE: BY APPLICANT	7
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Concrete Drainage & Repairs	E1V93-R2 - Manatee	$ 870,464.34	$ -	$ 81,685.50	$ 81,685.50	
Retro Reflective Pavement Markings	E1V87-R2 - Desoto, Hardee, Highlands	$ 98,226.00	$ -	$ 41,884.74	$ 41,884.74	
Retro Reflective Pavement Markings	E1W48-R1 Polk	$ 156,376.34	$ -	$ 1.12	$ 1.12	
Drainage Improvements	E1W94 - Polk	$ 790,201.75	$ -	$ 517,117.85	$ 517,117.85	
Concrete Repairs	E1X02-R1 - Desoto, Hardee	$ 215,800.00	$ -	$ 152,334.84	$ 152,334.84	
Roadside Ditches	E1X19 - Polk	$ 275,000.00	$ -	$ 208.65	$ 208.65	
Bridges Painting	E1X27-R0 - Desoto, Glades, Hendry	$ 98,351.00	$ -	$ 2.53	$ 2.53	
Performance Storm Water Pond	E1X28 - Lee	$ 171,734.00	$ -	$ 42,933.66	$ 42,933.66	
Ditch Repair	E1X45-R0 - Manatee	$ 83,184.00	$ -	$ 44.66	$ 44.66	
Drainage Improvements	E1W97 - Polk	$ 552,604.87	$ -	$ 552,604.87	$ 552,604.87	
Retro Reflective Pavement Markings	E1X55-R0 - Glades, Hendry	$ 21,839.04	$ -	$ 21,839.04	$ 21,839.04	
Pavement Block Installation	E1X95 - Manatee	$ 676,032.00	$ -	$ 676,032.00	$ 676,032.00	
Sod Installation	E2106-R1 - DISTRICT WIDE	$ 132,866.75	$ -	$ 68,267.40	$ 68,267.40	
Retro Reflective Pavement Markings	E3N44-R1 - Hamess, Walton, Washington	$ 150,000.00	$ -	$ 0.26	$ 0.26	
Non-Paved Ditch Clean & Reshape	E3Y26 - Jackson, Washington	$ 350,000.00	$ -	$ 126,750.75	$ 126,750.75	
Retro Reflective Pavement Markings	E4W26-R2 - Broward	$ 350,000.00	$ -	$ 288,810.82	$ 288,810.82	
MPDE Drainage Corrective Actions	E4W30-R2 - Broward	$ 450,000.00	$ -	$ 384,103.00	$ 384,103.00	
Pavement Markings	E4W91-R1 - Broward	$ 669,340.00	$ -	$ 218,206.34	$ 218,206.34	
Miscellaneous Construction - 2 Year	E4X13 - Broward	$ 1,000,000.00	$ -	$ 880,934.44	$ 880,934.44	
Retro Reflective Pavement Markings	E4X22-R1 - St. Lucie, Martin, Indian River	$ 50,000.00	$ -	$ 32,988.46	$ 32,988.46	
Spot Asphalt Repair	E4X67-R0 - West Palm Beach	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00	
Single Mast Arm Cleaning - 2 Year	E4X73 - Dist/ST Wide	$ 900,000.00	$ -	$ 900,000.00	$ 900,000.00	
Traffic Ops Raydient Pattbuffer- 2 Year	E5T78 - Dist/ST Wide	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	
RPMS & Delineators Installation	E6G73-R2 - Miami-Dade	$ 300,000.00	$ -	$ 136,540.61	$ 136,540.61	
Retro Reflective Pavement Markings	E6P04-R1 - Miami-Dade	$ 200,000.00	$ -	$ 73,459.60	$ 73,459.60	
Drainage Improvements - 2 year contract	E6Q60 - Miami-Dade	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	
Asphalt Repair	E6P51-R0 - Miami-Dade	$ 135,000.00	$ -	$ 102,732.64	$ 102,732.64	
Inlet Top Replacement	E6P71-R0 - Miami-Dade	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	
Roadside Shoulder Maintenance	E7072-R2 - Citrus, Hernando, Pasco	$ 849,989.61	$ -	$ 221,288.55	$ 221,288.55	
Outfall Road Ditch Maintenance	E7Q64-R1 - Hernando, Pasco	$ 580,000.00	$ -	$ 56.48	$ 56.48	
Concrete Repairs	E7Q80-R1 - Citrus, Hernando, Pasco	$ 350,000.00	$ -	$ 350,000.00	$ 350,000.00	
RPM Replacement	E8V37-R1 - Miami-Dade, Turnpike	$ 154,571.40	$ -	$ 154,571.40	$ 154,571.40	
RPM Replacement	E8V38-R1 - Miami-Dade, Broward, Turnpike	$ 278,981.40	$ -	$ 278,981.40	$ 278,981.40	
Roadside Barrier Wall Cleaning & Coating	E8V87-R0 - Broward, Miami-Dade, Palm Beach	$ 256,001.90	$ -	$ 172,108.70	$ 172,108.70	
			DOT WORK	$ 8,956,283.25		
				(Col. 5 Subtotal)		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
			OTHER WORK	$		
				(Col. 5 Subtotal)		
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 8,956,283.25	$
				GRAND TOTAL	$	8,956,283.25

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Subtotal Attachment(s), If Furnished.

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

5593406

RECEIPT NO.
RENEWAL
5833372

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 5
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED BY TAX COLLECTOR
100.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

5593406

RECEIPT NO.
RENEWAL
7468323

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 5
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
10BS00645

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7154875

RECEIPT NO.
RENEWAL
7431711

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 6
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED BY TAX COLLECTOR
100.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov



Detail by Entity Name

Florida Limited Liability Company
ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C.

Filing Information

Document Number	L05000069174
FEI/EIN Number	74-3148751
Date Filed	07/13/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/22/2005
Event Effective Date	NONE

Principal Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Mailing Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Registered Agent Name & Address

JAVIER, RODRIGUEZ
12011 SW 129 COURT
UNIT 5
MIAMI, FL 33186

Name Changed: 04/17/2008

Address Changed: 01/31/2011

Authorized Person(s) Detail

Name & Address

Title MGR

RODRIGUEZ, JAVIER
12011 S W 129 CT UNIT #5
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	01/26/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
06/12/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
07/06/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ADD CHG	View image in PDF format
01/31/2011 -- Reg. Agent Change	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
05/29/2007 -- Reg. Agent Change	View image in PDF format
02/05/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
11/22/2005 -- Amendment	View image in PDF format
07/13/2005 -- Florida Limited Liabilites	View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ROGAR MANAGEMENT & CONSULTING OF FL LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

12011 SW 129TH CT UNIT 5

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FL 33186

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	3	1	4	8	7	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/16/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

Date: 9/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-68-296

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Rogar Management & Consulting of Florida, L.L.C.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 09-08-25 (KLT)

Begin Date: 11/11/2019

CERTIFICATE HOLDER

POLK COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
P.O. BOX 9005, DRAWER AS05
BARTOW, FL 33830

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

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

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

PRODUCER	CONTACT NAME: Amanda Nogues	
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305) 595-3323	FAX (A/C, No): (305) 595-7135
	E-MAIL ADDRESS: amanda.nogues@eigrisk.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Landmark American Insurance Company	33138
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rogar Management & Consulting of Florida LLC
12011 SW 129 Ct, Unit 5
Miami FL 33186

COVERAGES **CERTIFICATE NUMBER:** 2024 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CA000043712-04	11/18/2024	11/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			LHA603789	11/18/2024	11/18/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005
Drawer AS05
Bartow FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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PRODUCER StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	CONTACT NAME: Carlos Luis PHONE (A/C, No, Ext): 305-663-2300 FAX (A/C, No): E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P77 7017-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	CONTACT NAME: Carlos Luis PHONE (A/C, No, Ext): 305-663-2300 FAX (A/C, No): E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P80 1234-E18-59A P80 1236-E18-59A P80 1235-E18-59A	05/18/2025 05/18/2025 05/18/2025	11/18/2025 11/18/2025 11/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	**CONTACT NAME:** Carlos Luis
StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	**PHONE (A/C, No, Ext):** 305-663-2300 **FAX (A/C, No):** **E-MAIL ADDRESS:** carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			K84 4215-E18-59	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	K84 4250-E18-59	05/18/2025	11/18/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			K84 4220-E18-59	05/18/2025	11/18/2025	PROPERTY DAMAGE (Per accident)	$
				K84 4226-E18-59	05/18/2025	11/18/2025		$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bid 25-418 Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way Bid Sheet

No.	Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
				ROADWAY ITEMS		
1	101 1	LS	1	MOBILIZATION	$ 100,000.00	$ 100,000.00
2	102 1	LS	1	MAINTENANCE OF TRAFFIC	$ 75,000.00	$ 75,000.00
3	102 3	CY	49.1	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	$ 100.00	$ 4,910.00
4	102 60	ED	11,020	WORK ZONE SIGN	$ 2.00	$ 22,040.00
5	102 71 13	LF	680	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	$ 68.00	$ 46,240.00
6	102 74 1	ED	3,400	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	$ 1.00	$ 3,400.00
7	102 99	ED	1,498	PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	$ 15.00	$ 22,470.00
8	102 115	ED	530	TYPE III BARRICADE	$ 2.00	$ 1,060.00
9	104 10 3	LF	267	SEDIMENT BARRIER	$ 4.00	$ 1,068.00
10	104 11	LF	20	FLOATING TURBIDITY BARRIER	$ 10.00	$ 200.00
11	104 12	LF	555	STAKED TURBIDITY BARRIER	$ 4.00	$ 2,220.00
12	104 18	EA	2	INLET PROTECTION SYSTEM	$ 100.00	$ 200.00
13	110 1 1	AC	0.87	CLEARING & GRUBBING	$ 50,000.00	$ 43,500.00
14	110 4 10	SY	230	REMOVAL OF EXISTING CONCRETE	$ 50.00	$ 11,500.00
15	110 7 1	EA	10	MAILBOX, F&I	$ 200.00	$ 2,000.00
16	120 1	CY	777.5	REGULAR EXCAVATION	$ 64.00	$ 49,760.00
17	120 6	CY	293	EMBANKMENT	$ 74.00	$ 21,682.00
18	425 6	EA	5	VALVE BOXES, ADJUST	$ 1,500.00	$ 7,500.00
19	425 1521	EA	20	INLETS, DT BOT, TYPE C, <10'	$ 18,000.00	$ 360,000.00
20	425 1531	EA	5	INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'	$ 14,000.00	$ 70,000.00
21	425 1585	EA	3	INLETS, DT BOT, TYPE H, PARTIAL	$ 10,000.00	$ 30,000.00
22	425 1910	EA	2.00	INLETS, CLOSED FLUME	$ 5,000.00	$ 10,000.00
23	430 174 124	LF	26.00	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	$ 300.00	$ 7,800.00
24	430 175 118	LF	1374	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	$ 325.00	$ 446,550.00
25	430 175 260	LF	130	PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD	$ 600.00	$ 78,000.00
26	430 982 125	EA	2	MITERED END SECTION, OPTIONAL ROUND, 18" CD	$ 4,000.00	$ 8,000.00
27	430 982 643	EA	1	MITERED END SECTION, OPTIONAL ROUND, 60" CD	$ 10,000.00	$ 10,000.00
28	430 984 129	EA	2	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$ 6,000.00	$ 12,000.00
29	515 1 1	LF	754	PIPE HANDRAIL - GUIDERAIL, STEEL	$ 243.00	$ 183,222.00
30	520 1 10	LF	503	CONCRETE CURB & GUTTER, TYPE F	$ 60.00	$ 30,180.00
31	522 2	SY	1813	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	$ 139.00	$ 252,007.00
32	524 1 1	SY	9.3	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"	$ 100.00	$ 930.00
33	526 1 1	SY	18	PAVERS, ARCHITECTURAL, SIDEWALK	$ 100.00	$ 1,800.00
34	527 2	SF	139	DETECTABLE WARNINGS	$ 31.00	$ 4,309.00
35	570 1 2	SY	2450	PEREFORMANCE TURF, SOD	$ 14.00	$ 34,300.00
				SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6	SINGLE POST SIGN	$ 400.00	$ 2,400.00
37	710 90	LS	1	PAINTED PAVEMENT MARKING FINAL SURFACE	$ 4,000.00	$ 4,000.00

	•	LF	443		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	•	LF	245		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443		THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	$ 6.00	$ 2,658.00
39	711 11 125	LF	12		THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK	$ 20.00	$ 240.00
40	711 14 125	LF	233		THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK	$ 28.00	$ 6,524.00
41	711 17 1	SF	22		THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN	$ 10.00	$ 220.00
---	---	---	---		**STRUCTURE ITEMS**	---	---
42	400 4 11	CY	323.1		CONCRETE CLASS IV, RETAINING WALLS	$ 600.00	$ 193,860.00
43	415 1 3	LB	26,507		REINFORCING STEEL - RETAINING WALLS	$ 1.50	$ 39,760.50
---	---	---	---		**PROJECT CONTINGENCY**	---	---
	999-906	$	1		MISCELLANEOUS	$ 100,000.00	$ 100,000.00
					BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:		$ 2,303,510.50

Company Name

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rogar Management & Consulting of Florida, LLC. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio ,and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of $2,303,510.50 dollars ($ 5%) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025.

ATTEST:

Randy Padilla
Witness

Alina Garcia
Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE JESSIE SLOAN HALLIE MARTIN	ALL OF ORLANDO, FLORIDA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025 .

Assistant Secretary

S1029AJ (04/25)

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Rogar Management & Consulting of FL, LLC.
Address: 12011 SW 129th CT, Unit 5, Miami, FL 33186

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES✓ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES✓ NO

3. Bidder has filed all compliance reports due under applicable instructions:

YES✓ NO

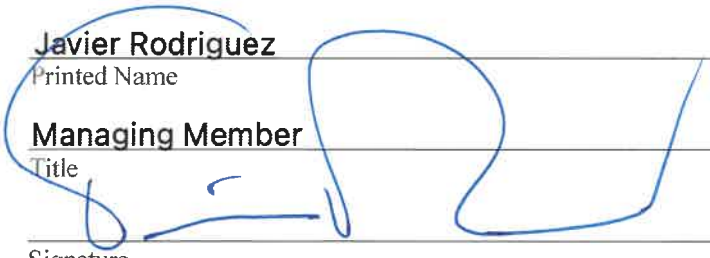
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

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

Javier Rodriguez
Printed Name

Managing Member
Title



Signature

1/26/26
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that _____ does: (Name of Business)

Rogar Management & Consulting of FL, LLC.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Signature

1/26/26

Date

10/01/10

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 26 day of January, 20 26

Name of Firm Rogar Management & Consulting of FL, LLC.

By _____

Managing Member

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 26 day of January 20 26

Notary Public: _____

My Commission Expires: 7/06/27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT XXIV
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: Rogar Management & Consulting of FL, LLC.

DATE: 1/26/26

EXHIBIT XXV

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Rogar Management & Consulting of FL, LLC. certifies, to the best of his or her knowledge, that:
(Contractor)

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Rogar Management & Consulting of FL, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Javier Rodriguez - Managing Member
Name and Title of Contractor's Authorized Official

1/26/26
Date

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXI

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-418

PROJECT NAME: Maine Ave Sidewalk Project (LAP)

The undersigned, as managing member of Rogar Management & Consulting of FL, LLC. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

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

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

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

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

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

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

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

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this 26 day of January, 20 26.

ATTEST:

By: _____
PRINTED NAME: Randy Padilla
Its: Witness

Rogar Management & Consulting of FL, LLC.
a Limited Liability Company

By: _____
PRINTED NAME: Javier Rodriguez
Its: Managing Member

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

PROJECT NAME: 25-418 - Maine Ave Sidewalk Project (LAP)

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 26 day of January, 2026

ATTEST:

By: _____
PRINTED NAME: Randy Padilla
Its: Witness

CONTRACTOR:

By: _____
PRINTED NAME: Javier Rodriguez
Its: Managing Member

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Javier Rodriguez - Managing Member (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.

Rogar Management & Consulting of FL, LLC.
NONGOVERNMENTAL ENTITY

SIGNATURE

Javier Rodriguez
PRINT NAME

Managing Member
TITLE

1/26/26
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Rogar Management & Consulting of FL, LLC.

By: ----------

Date: 1/26/26

Title: Managing Member

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Rogar Management & Consulting of FL, LLC.

By: Javier Rodriguez Date: 1/26/26

Authorized Signature: _____

Title: Managing Member

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no,* then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)

4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* Rogar Management & Consulting of FL, LLC. 12011 SW 129th Ct Unit 5 Miami, FL 33186 Congressional District, *if known:* 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Javier Rodriguez Title: Managing Member Telephone No.: 786-573-1872 Date (mm/dd/yyyy): 1/26/26

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 9/17/25
(Letting Date)

Fill in your FDOT Vendor Number

VF

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 6,926,419.66

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Rogar Management & Consulting of FL, LLC.
NAME OF FIRM

By: _____
Managing Member
Title

Sworn to and subscribed this 26 day of January, 2026

STATUS OF CONTRACTS ON HAND Give

full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Retro Reflective Pavement Markings	E1W48-R2 Polk	$ 81,772.34	$ -	$ 81,772.34	$ 81,772.34	
Drainage Improvements	E1W94 - Polk	$ 790,201.75	$ -	$ 4,212.57	$ 4,212.57	
Concrete Repairs	E1X02-R1 - Desoto, Hardee	$ 215,800.00	$ -	$ 43,085.66	$ 43,085.66	
Roadside Ditches	E1X19-R1 - Polk	$ 275,000.00	$ -	$ 184,215.87	$ 184,215.87	
Bullnose Painting	E1X37-R0 - Desoto, Glades, Hendry	$ 18,361.00	$ -	$ 2.53	$ 2.53	
Performance Storm Water Pond	E1X38 - Lee	$ 171,734.00	$ -	$ 171,733.32	$ 171,733.32	
Ditch Repair	E1X45-R0 - Manatee	$ 63,184.00	$ -	$ 44.00	$ 44.00	
Drainage Improvements	E1W97 - Polk	$ 552,604.87	$ -	$ 82,798.84	$ 82,798.84	
Retro Reflective Pavement Markings	E1X65-R0 - Glades, Hendry	$ 21,839.04	$ -	$ 146.88	$ 146.88	
Revetment Block Installation	E1X86 - Manatee	$ 676,032.00	$ -	$ 338,016.00	$ 338,016.00	
Sod Installation	E2158-R1 - DIST/ST WIDE	$ 132,896.75	$ -	$ 72,530.80	$ 72,530.80	
Retro Reflective Pavement Markings	E3X44-R2 - Holmes, Walton, Washington	$ 150,000.00	$ -	$ 150,000.00	$ 150,000.00	
Retro Reflective Pavement Markings	E4W25-R2 - Broward	$ 350,000.00	$ -	$ 64,434.77	$ 64,434.77	
NPDE Drainage Corrective Actions	E4W30-R2 - Broward	$ 450,000.00	$ -	$ 345,540.00	$ 345,540.00	
Pavement Markings	E4W91-R1 - Broward	$ 803,340.00	$ -	$ 416,206.34	$ 416,206.34	
Miscellaneous Construction - 2 Year	E4X15 - Broward	$ 1,000,000.00	$ -	$ 99,215.09	$ 99,215.09	
Retro Reflective Pavement Markings	E4X22-R1 - St. Lucie, Martin, Indian River	$ 50,000.00	$ -	$ 2,163.71	$ 2,163.71	
Spot Asphalt Repair	E4X87-R0 - West Palm Beach	$ 200,000.00	$ -	$ 52,027.50	$ 52,027.50	
Single Mast Arm Coating - 2 Year	E4X79 - Dist/ST Wide	$ 900,000.00	$ -	$ 776,812.40	$ 776,812.40	
Traffic Ops Roadway Pushbutton - 2 Year	E57F9 - Dist/ST Wide	$ 1,000,000.00	$ -	$ 815,058.05	$ 815,058.05	
RPM's & Delineators Installation	E6O73-R2 - Miami-Dade	$ 300,000.00	$ -	$ 94,632.91	$ 94,632.91	
Retro Reflective Pavement Markings	E6P04-R2 - Miami-Dade	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00	
Drainage Improvements - 2 year contract	E6O80 - Miami-Dade	$ 1,000,000.00	$ -	$ 991,132.00	$ 991,132.00	
Asphalt Repair	E6P51-R0 - Miami-Dade	$ 135,000.00	$ -	$ 2,840.64	$ 2,840.64	
Inlet Top Replacement	E6P71-R0 - Miami-Dade	$ 250,000.00	$ -	$ 129,316.86	$ 129,316.86	
Shoulder Repair - 2 year contract	E6P86 - Miami-Dade	$ 200,000.00	$ -	$ 27,884.45	$ 27,884.45	
Outfall Road Ditch Maintenance	E7Q64-R1 - Hernando, Pasco	$ 694,247.92	$ -	$ 194,304.40	$ 194,304.40	
Concrete Repairs	E7Q90-R1 - Citrus,Hernando, Pasco	$ 500,000.00	$ -	$ 236,892.33	$ 236,892.33	
Roadside Shoulder Maintenance	E7U45-R0 - Citrus,Hernando, Pasco	$ 800,000.00	$ -	$ 800,000.00	$ 800,000.00	
RPM Replacement	E8V37-R1 - Miami-Dade, Turnpike	$ 154,571.40	$ -	$ 102,827.75	$ 102,827.75	
RPM Replacement	E8V38-R1 - Miami-Dade, Broward, Turnpike	$ 278,981.40	$ -	$ 227,237.75	$ 227,237.75	
Roadside Barrier Wall Cleaning & Coating	E8V87-R0 - Broward, Miami-Dade, Palm Beach	$ 411,721.90	$ -	$ 219,333.90	$ 219,333.90	
			DOT WORK	$ 6,926,419.66		
				(Col. 5 Subtotal)		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
			OTHER WORK	$		
				(Col. 5 Subtotal)		
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 6,926,419.66	$
				GRAND TOTAL	$	6,926,419.66

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), If Furnished.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date
None		

DOT Technical Advisors:

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who **is a** member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation **No**	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date:

Contract Number(s):

Technical Review/Awards Committee Members:
Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS
Additional Page

Contract Number(s): _

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-59
PROCUREMENT
OGC 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC- 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification_

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Javier Rodriguez (NAME) hereby declare that I am

Managing Member (TITLE) of Rogar Management & Consulting of FL, LLC. (FIRM)

of Miami, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Javier Rodriguez - Managing Member
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: Randy Padilla

WITNESS: Alina Garcia

Executed on this 26 day of January, 2026

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Rogar Management & Consulting of FL, LLC.
Address:	12011 SW 129th CT Unit 5 Miami, FL 33186
Phone Number:	786-573-1872
Authorized Representative's Name:	Javier Rodriguez
Authorized Representative's Title:	Managing Member
Email Address:	rogarllc@gmail.com

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 1/26/26 Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of JANUARY, 2026 (year), by JAVIER RODRIGUEZ

L. Cp
Notary Public, not required when digital

7-04-27
Commission Expires

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

N/A

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A._____	_____	_____	$____	$
B._____	_____	_____	$____	$
C._____	_____	_____	$____	$
D._____	_____	_____	$____	$
			Total	$

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

575-095-05
RIGHT OF WAY
01117

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

✓ D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

✓ D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

✓ D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

✓ D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: Javier Rodriguez
Title: Managing Member

1/26/26
Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO_ (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

N/A

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION WITH EXCEPTION($)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY

BID FILE NO: 25-418

County Project: LAP 446294-1-58-01

FINANCIAL MANAGEMENT NUMBER: 446294-1-58-01

ISSUE DATE: July 24, 2025

SPECIAL NOTE: Construction Engineering Inspection (CEI) for oversight will be provided under the County's Contract. Construction may not begin until after the CEI agreement has been executed.

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net
Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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BID REGISTRATION

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

Bid Number and Title: 25-418, Maine Avenue Sidewalk Project (LAP)

The purpose of the project is to provide approximately 0.58 miles of ADA-compliant sidewalk in order to establish a continuous pedestrian path along Maine Avenue between Combee Road and Reynolds Road. This improvement will provide safe and functional access to the Oscar J. Pope Elementary School on the north side of Maine Avenue.

Receiving Period: Wednesday, September 10, 2025, Prior to 2:00p.m. Bid

Opening: Wednesday, September 10, 2025, 2:00p.m.

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

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____. E-mail:_____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number:	25-418
Bid Title:	Maine Avenue Sidewalk Project (LAP)
Due Date/Time:	September 10, 2025, prior to 2:00 pm
Submitted By:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150 Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 25-418 - Title of Document"

For Excel Bid Sheets "Bid 25-418 - Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

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

PART A- BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Maine Avenue Sidewalk Project (LAP)
BID NUMBER: 25-418
BID BOND IS REQUIRED PUBLIC PERFORMANCE AND PAYMENT BOND IS REQUIRED
MANDATORY PRE-BID CONFERENCE: **Tuesday, August 12, 2025, at 1:00P.M. at the Polk County Administration Build, Procurement Division Conference Room, located at 330 W. Church Street, Bartow, FL 33830.** An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.
BID DUE/DATE/TIME: September 10, 2025, PRIOR TO 2:00 P.M.
DATE/TIME OF BID OPENING: September 10, 2025, AT 2: 00 P.M. Or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, August 25, 2025 by 4:00 P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C-Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C - Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-5.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

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

- These items include:
  - Exhibit IIA, Performance Bond
  - Exhibit IIB, Payment Bond
  - Exhibit VII, Trench Safety Act Compliance,
  - Exhibit Vill, Equal Employment Opportunity,
  - Exhibit IX, Drug-Free Work Place Form,
  - Exhibit X, Safety Requirements/Regulations,
  - Part G-Florida Department of Transportation Forms & Documents,
  - Any items called for in the Supplementary Conditions.

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

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

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

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

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

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

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra

compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom a set of proposed Contract documents has been issued. It is the sole responsibility of the Bidders to check the County's website at http://www.polk-county.net/procurement/procurement-bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

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

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

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

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial

protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Specialist assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

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

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

12.0 Security Forfeiture

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

13.0 Laws, Codes and Regulations

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

14.0 Safety Requirements/Regulations

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

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

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

15.0 Liquidated Damages

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace. (Omitted Intentionally. Not applicable with Federal Funding)

20.0 Requirement to list Subcontractors

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

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

21.0 Women/Minority Business Enterprise Outreach (WMBE's). (Omitted Intentionally. Not applicable with Federal Funding)

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall

constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Local Preference. (Omitted Intentionally. Not applicable with Federal Funding)

29.0 Vendor Preference. (Omitted Intentionally. Not applicable with Federal Funding)

PART B - CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 - DEFINITIONS

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein defined:

2.1 The term **"Addendum" or "Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term **"Application for Payment"** means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8 The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term **"Contract"** means the Contract executed by the County and the Contractor.

2.10 The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term **"Contract Documents"** means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization

Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term **"Day"** may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday day shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term **"Drawings"** means the Drawings or plans listed in Part F.

2.17 The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term **"Field Order"** means a written direction to the Contractor from the **Professional** that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term **"Free on Board" (FOB)** means the cost of the goods including the shipment to the job site.

2.20 The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount.

2.22 The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.23 The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.24 The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term **"Professional"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term **"Project Area"** means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term **"Project Manager"** means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.
2.28 The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term **"Start Date"** means the date of commencement of the work.

2.30 The term **"Subcontractor"** means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term **"Work"** means the entire completed construction, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

ARTICLE 3 - PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1.1 When the **Contractor** delivers the executed Contract to the **County,** the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2 Copies of Documents

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor,** one set of Contract Documents for execution of the work.

3.3 Commencement of Contract Time; Notice to Proceed

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4 Starting the Work

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor.**

3.5 Before Starting Construction

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the

Professional before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the **County** for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County,** with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor, Project Manager, Procurement Representative, Professional** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2. the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor,** in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST.**

ARTICLE 4 - CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional.**

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.2 Conflicts

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional** and **Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor or Professional,** or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

4.3 Amending

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

4.4 Reuse of Documents

4.4.1 The **Contractor,** any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional.**

ARTICLE 5 - PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.** Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County.** If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by County personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

5.2 Subsurface and Physical Conditions

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

5.3 Limited Reliance by Contractor Authorized Technical Data

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County.** Such "technical data" is identified in the Supplemental Conditions. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, Professional** or any of the **Professional's** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4 Unknown or Concealed Conditions

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional,** immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

5.5 Physical Conditions - Underground Facilities

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional.** The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County.** The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor,** Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous conditions or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form

prescribed by the Contract Documents except as otherwise provided by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) workdays thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County,** with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor,** Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2,000,000
Each Occurrence:	$1,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000
Contractual Liability	$1,000,000
Products	$_____
Completed Operation	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability $1,000,000
Combined Single Limit Each Accident

These policies will provide that:

1) The insurer(s) waive their rights of subrogation in favor of the **County,** their officials, employees, agents and consultants for Workers' Compensation and General Liability.

2) The **County,** a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on the Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices are to be sent to the Procurement Division.

3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County.** The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specially requested by the **County.** The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The **County's** Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from

the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at anytime during the project.
6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

6.4 Receipt and Application of Insurance Proceeds

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County.**

6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

6.5 Indemnification

6.5.1 The Contractor shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor,** any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences

and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the **County,** through the **Professional,** except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.2 Labor, Material and Equipment

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional,** the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Professional** shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional.** The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County,** the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4 Concerning Subcontractors

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor.** Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor,** in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5 Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6 Permits

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County,** are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Professional** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Professional,** the **Contractor** shall bear all related costs.

7.8 Taxes

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor.**

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10 Record Documents

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall tum over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

7.11 Safety and Protection

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**

7.11.1.4 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning, and the correction shall be done the same day. Written documentation may be maintained by the **County.**
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County,** representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County.**

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional.** All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall

promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County,** until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12 Drug Free Workplace Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free workplace. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property;
Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13 Emergencies

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor,** without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14 Submittals and Samples

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the **Professional** and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional.** A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional's** attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the **Professional's** review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor.**

7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminates resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County.** All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor.** The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

ARTICLE 8 - OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties

to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County),** the **Contractor** will inspect and promptly report to the **Professional** in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 - COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional.**

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 15.

9.1.2 The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 -PROFESSIONAL'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County's** representative during construction are set forth in these General Conditions.

10.2 Visits to the Site

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor,** which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work

10.4.1 The **Professional** bas the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5 Resident Engineer or Architect

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

10.6 Decisions on Disagreements

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project Manager.** After receipt of the **Professional's** written opinion and all information requested from the **Contractor,** the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional.** Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.7 Limitation on Professional's Responsibilities

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor,** any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor,** any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 - CHANGES IN THE WORK

11.1 Changes

11.1.1 Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and submitted

to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor.** Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12 and 13, but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County,** regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 - CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with

11.1.5. The **Contractor** shall perform the work as directed in the Change Order.

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County;** acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

12.2 Cost of Work

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional,** such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.1.3 Rented Equipment (at actual rental rate)
12.2.1.4 Material
12.2.1.5 Supplies
12.2.1.6 Subcontractors' Costs
12.2.1.7 Bonds and Insurance
12.2.1.8 Contractor's Fee (per 12.3)
12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor,** whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor,** any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3 Contractor's Mark-Up

12.3.1 The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional.** When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional,** plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 - CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional,** by an employee of either, by any separate contractor employed by the **County,** by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County.** The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence.

14.3 Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event

has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non- performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

ARTICLE 15 - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee

15.1.1 The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

15.2 Tests and Inspections

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor,** the **Contractor** shall give the **Professional** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor.** All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Professional** and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

15.3 Access to the Work

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

15.4 Uncovering the Work

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional,** or if any work is covered contrary to the request of the **Project Manager,** the work shall, if requested by the **Professional** or the **Project Manager,** be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor,** upon written request of the **Professional** or the **Project Manager,** shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

15.5 Stop Work

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.6 Correction or Removal of Defective Work

15.6.1 When directed by the **Professional,** the **Contractor** shall promptly, without cost to the **County** and as specified by the **Professional** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Professional,** the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor.** The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.7 Acceptance of Defective Work

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County,** in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor.** A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 16-PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager.** Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 Intentionally Omitted.

16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County.** Payment is subject to 5% retainage in accordance with F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has

made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

16.4.1 The **Professional,** after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County,** or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County.** The

Professional may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor,** when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5 Substantial Completion

16.5.1 Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall prepare and submit to the **Professional** a thorough and inclusive list of items to be completed or corrected. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. Upon receipt of the **Contractor's** list, the **Professional** and **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. If the **Professional's** and the **Project Manager's** visit discloses any item, whether or not included on the **Contractor's** list, which is not in accordance with the requirements of the Contract Documents, the **Contractor** shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the **Professional.** The **Contractor** shall then submit a request for another visit by the **Professional** to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall include a list of items that have not been completed or corrected at the time of the follow-up visit by the Professional to determine Substantial Completion. The Professional, in consultation with the County, shall establish a date for completion of the items identified in the Certificate of Substantial Completion Certificate and this date for completion shall be noted on the Certificate. The Professional shall also establish a value for each of the items included on the certificate, which may be deducted from the Contractor's Application for Payment at two times the amount of each incomplete item. Should the Contractor fail to complete the items by the date noted on the Certificate of Substantial Completion, the County may complete the item and deduct the costs from the final Application for Payment. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.5.3 The **County** shall have the right to exclude the **Contractor** from the Work after the date of Substantial Completion, but the **County** shall allow the **Contractor** reasonable access to complete or correct items on the list.

16.6 Beneficial Occupancy

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional and Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.
16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County, Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County,** may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the County for liquidated damages or a dispute claim by the Contractor for additional compensation.

16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County.**

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor.** The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Professional** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor.**

16.9.2 If, through no fault of the **Contractor,** final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional,** and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor** to the **Professional** with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

16.10 Waiver of Claims

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County,** other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor,** except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 17 - SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional,** which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

17.2 Termination For Cause

17.2.1 Upon the occurrence of any one or more of the following events:

a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor;** exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County.** Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

17.3 Termination for Convenience

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor,** the Work is suspended for a period of more than ninety (90) calendar days by the **County,** or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional,** terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor,** including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

ARTICLE 18 - DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County,** the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor.** Any mediation will be held in Polk County, unless otherwise agreed to by the **County.** The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County,** or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be excepted from the final release.

ARTICLE 19 - MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County,** during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

ARTICLE 20-Unauthorized Alien(s):

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

ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 21- PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures, dated May 10, 2006, for Contractor Evaluation.

ARTICLE 23 - ALLOWANCES

23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than $50,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor,** the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 - ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE 25 - PUBLIC RECORDS LAW

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 - NO CONSTRUCTION AGAINST DRAFTER

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

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving mv01ces.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-l.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) 1s received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

SALES TAX SAVINGS FORM

CONTRACT# _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

SUPPLEMENTARY CONDITIONS

Maine Avenue Safe Route to School
Lakeland, Florida

Financial Management Number: 446294-1-68-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The purpose of the project is to provide approximately 0.58 miles of ADA-compliant sidewalk in order to establish a continuous pedestrian path along Maine Avenue between Combee Road and Reynolds Road. This improvement will provide safe and functional access to the Oscar J. Pope Elementary School on the north side of Maine Avenue.

1.2. Scope of Work: Work includes, but is not limited to "filling in" gaps in the pedestrian pathway between Combee Road and Reynolds Road to provide safer access to the nearby school for local residents. Construction of the sidewalk will be accompanied by miscellaneous drainage improvements throughout the project area. A section of Type-F curb and gutter and cast in place retaining wall will also be installed as needed. The south side of Maine Avenue includes a large number of driveways, which will be replaced or restored as necessary to maintain property owner access.

1.3. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.4. Estimated construction cost is $3,100,293.00 and the estimated days to final completion is 255 calendar days.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage (7), Pavement Marking (28); Sidewalk, Driveways, Curbs, Retaining Wall (40).

2.2. Prime contractor must have been in business under the same name or EIN number for a minimum of 3 years.

2.3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License} in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidder.

2.4. Contractor shall submit a reference list of at least three (3) completed project similar in scope within the last five (5) years that reflects similar work performed. The list shall include: the project description, project address, current contact person, telephone number, and e-mail address. References should be submitted with the Bid or must be submitted by the successful vendor within five (5) business days of request and before award.

2.5. Percentage of Work: The prime contractor shall perform a minimum of 51% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project: SWFWMD permit.

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).

5.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

- 6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
- 6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
- 6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
- 6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
- 6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
- 6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
- 6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
- 6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.
- 6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
- 6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

6.3. "FDOT": Means the Florida Department of Transportation.

6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

6.8. "Bridge" – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

8.4. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

8.5. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

8.6. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

10. TESTING AND INSPECTIONS

10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of

Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

13. FIELD OFFICE

13.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

Note: A Field office is not required on this project.

14. EROSION CONTROL

14.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

14.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

14.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

15. GRASSING

15.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

16. MAINTENANCE OF TRAFFIC

16.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

16.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

16.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

16.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

16.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

17. UNDERGROUND FACILITIES

17.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

17.2. The successful bidder will be required to coordinate their work effort with each utility.

18. HISTORICAL AND ARCHAEOLOGICAL

18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the

affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

19.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

20. CONTAMINATION

20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

24.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. APPLICATION FOR PROGRESS PAYMENT

25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

25.3. In addition to the requirements of General Conditions 16.9, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

26.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

26.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2

27. PERFORMANCE EVALUATIONS

27.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract.

Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

28. PROJECT CONTINGENCIES

28.1. The Bid Form includes $100,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. It is understood that the County will be responsible for any contingency amount and will not use the LAP Agreement funds for any contingency work. The project contingencies have been defined as follows:

28.1.1. Miscellaneous: $100,000.00.

29. MISCELLANEOUS

29.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 7:00 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

29.2. Article 20.3 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

30. DEFAULT AND REMEDY

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

32. PROCUREMENT OF RECOVERED MATERIALS

32.1 In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

32.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

32.1.2 Meeting contract performance requirements; or

32.1.3 At a reasonable price.

32.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

33. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

34. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Local Agency Program Funds for the services to be provided under the Agreement from the Florida Department of Transportation. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:
(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act**.

(1) Overtime requirements. Neither the 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 U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The 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 Florida Department of Transportation 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 the U.S. Department of Treasury.

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 Transportation, 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 the Florida Department of Transportation.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the 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 U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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.

6. **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."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The 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, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief

Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement 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 Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

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

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that LAP Agreement funds will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The 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.

14. **Changes.**

All changes, if any, must be performed in accordance with the RFP Documents, including, without limitation, Article 11 and Article 12 of the General Conditions, as well as with any and all Federal supplemental requirements. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Consultant's cost. Consultants must provide a complete breakdown of all costs associated with the purchase.

Should the successful consultant request a change of work, or additional work, after execution of the contract, and it can be reasonably determined that the consultant was aware of the needed change or additional work prior to the award, the consultant will perform the work at no additional cost to the County.

15. **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 American Rescue Plan 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.

16. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

FDOT SUPPLEMENTARY CONDITIONS

Maine Avenue Sidewalk Project (LAP) Project No. 446294-1-68-01

Items contained in this supplemental terms and conditions package are based on FDOT Form 525-010-44.

Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall ***take*** *precedence.*

1. Plan, Specification & Estimates (PS&E) Submittal-Plans Review

Please see Part F.

2. Advertisement

The project will be advertised and bid for a minimum of 30 days. Solicitation information is available in The Ledger, Polk County's local newspaper, and all current solicitations are posted on the County's website at https://www.polk-county.net/procurement/procurement- bids. A notice will be posted in the Procurement Division as well.

3. Bonding

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term **"Bonds"** means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bond and Other Bonds is deleted and replaced in its entirety:

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract

Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

4. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such

foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

5. Certification of Current Capacity

Please see Part G page 9 for FDOT Form# 525-010-46.

6. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 spec's section 4-3

1. Claims

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other

formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of
$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than
$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in

5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12,

except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim:

As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    a. Documented additional job site labor expenses;
    b. Documented additional cost of materials and supplies;
    c. A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
    d. Any other additional direct costs or damages and the documents in support thereof;
    e. Any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the

number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim:

The Engineer will respond in writing on projects with an original Contract amount of
$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest:

Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day

following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-
12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle

labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim:

When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must

be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items:

The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives

of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;

7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR I 72.7(b)(4),

no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality **in** connection **with** a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Please see Part G Pages 11 through 36 for FDOT Form No. 375-030-50.

9. Contractor Purchased Equipment for State or Local Ownership

The County does not allow for Contractor to purchase equipment for State or Local ownership.

10. Disadvantaged Business Enterprise **(DBE)**

Please see Part G Page 1 for FDOT Form 275-030-11

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b}, the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as "non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these Specifications;

2. The number of subordinated Contracts on Department projects awarded to DBEs;

3. The dollar value of the Contracts awarded to DBEs;

4. The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and

6. The specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful

Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is

responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

11. The current DBE Goal is 10.54%.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of

all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. Equal Employment Opportunity

7-31 Title VI Assurance- DOT 1050.2A, Appendix A and Appendix E (see Part G page 62).

13. Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
b. Allowable Hourly Operating Cost= Hourly Operating Cost x 100%.
c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to

complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

The proposal may not limit project to domestic-owned contractors only. The proposal may not include the Florida orders on businesses with Syria, Cuba, Iran and Sudan.

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G page 22 for FDOT Form 525-010-40

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

1s. Indian Preference on federal-aid projects (Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. Liquidated Damages

The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall

be the date used to calculate the time from which liquidated damages will be assessed.

Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

21. Lobbying Certification

See Part G page 4 and 5 for FDOT Form 375-030-33 and FDOT Form 375-030-34.

22. Local Hiring preference

Not applicable with Federal Funding.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting qualifications and specifications. See Supplementary Conditions #3 on page SC-2.

24. Non-collusion Provision

See Part G Page 50 for FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the

project.
These guidelines are posted at the following URL address:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/proj:rrammanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvr sn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the

Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On the Job Training

7-25 On-The-Job Training Requirements.
As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:
The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
   a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
   b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $16,000,000	7
Over $16,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to*	

*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000

Financial Project ID, the location of the site by township, range, section, county and city, map showing the site location, including the access route and name of the property. It is the Contractor's responsibility to submit a location for any Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On-the-Job Training

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training is to take place. This schedule may be subject to change by the following order of precedence with the following chart:

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
   a. No trainees will be required for contracts with a Contract Time allowance of less than 270 calendar days.
   b. If the Contract Time allowance is 270 calendar days or more, one trainee shall be required for each 1.5 million dollars of the Estimated Contract Amount.
2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the

journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department.

Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department. The Department and the Contractor shall establish a program that is tied to the scope

of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the

training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training.

Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On- The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the

action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.
The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.
Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.
The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

27. Owner Force Account/Cost Effective Justification

Owner Force Account contracting is not allowed without first submitting a finding of cost- effectiveness. This must be approved by the District LAP Administrator.

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway. See Part G page 61 for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) of State Highway System (SHS) in excess of $250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of $250.000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not

located on the NHS or SHS.

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

Wage Rate Decision Number	Associated Work
FL185	All highway work under this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

31. Progress Payments/Estimates

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate,

based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21 A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9 5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Sub article to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving

and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9 5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9 5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier, and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for

satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

32. Prohibition Against Convict Produced Materials

6-5.1 Source of Supply-Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.
114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

33. Public Agencies in Competition with the Private sector

In accordance with 23 CFR 635.112(e) except in the case of a concession agreement, as defined in section 710.703, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

34. Publicly-owned Equipment

The Contractor shall furnish all materials, equipment, supplies and labor necessary to perform the tasks of the project. The Contractor is not permitted to utilize County Owned Equipment in accordance with 23 CFR 635.106.

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 specification package Section 4-3 and 5-12.

36. State-produced Materials (Florida or other)

The County certifies that preference is not given to contractors who purchase materials from any specifically designated state.

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

39. Suspensions and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G on page 3.

40. Termination of Contract

Upon the occurrence of any one or more of the following events:

If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor;** exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County.** Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

- **Termination for Convenience**

- Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

  For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

  - For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

    For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

  - For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

41. Time Extensions

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8 6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre- determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area- wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay

in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract

Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential

impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defect moved or replaced.
All direct and indirect costs of such action will be paid by the **Contractor.**

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE: _____

Exhibit "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____certifies, to the best of his or her knowledge, that:
(Contractor)

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart 111 apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to§ 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconfoenance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, o federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and* access (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker* access *requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to§ 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHO within the time WHO requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHO. WHO will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHO will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Tille 18 Crimes and Criminal Procedure, 18 US C. 1001

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or J;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or J;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or J; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or J.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first lier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any lime the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first lier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower lier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that ii and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower lier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7

ATTACHMENT A- EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the dale on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment "A"

"General Decision Number: FL20250267 01/03/2025

Superseded General Decision Number: FL20240267

State: Florida

Construction Type: Highway

County: Polk County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-036 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.50	0.00
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.18 **	0.00
LABORER: Common or General	$ 16.89 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 19.93	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.64	2.89
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 26.54	11.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.00 **	0.72
OPERATOR: Bulldozer	$ 21.25	1.57
OPERATOR: Crane	$ 31.54	0.00

OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 20.55	0.00
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.09	0.00
OPERATOR: Piledriver	$ 25.18	0.00
OPERATOR: Roller	$ 20.11	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.69	1.32
OPERATOR: Tractor	$ 16.00 **	0.68
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 17.91	0.00
TRUCK DRIVER: Dump Truck	$ 16.68 **	0.00
TRUCK DRIVER: Flatbed Truck	$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck	$ 21.42	0.00
TRUCK DRIVER: Off the Road Truck	$ 16.55 **	0.00
TRUCK DRIVER: Water Truck	$ 18.27	0.00
TRUCK DRIVER: Distributor Truck	$ 23.42	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Maine Avenue Sidewalk Project (LAP) Bid 25-418

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BIDPRICE** $_____
(Note: This total represents the sum. of the unit prices on Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 255 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

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

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date_____

Addendum No._____ Date_____

Addendum No._____ Date_____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature - in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

BID 25-418 BID SHEET

No.	Item #	UoM	Approx Qty		Item	Unit Price In Figures	Total Amount
					ROADWAY ITEMS		
1	101 1	LS	1		MOBILIZATION		$ -
2	102 1	LS	1		MAINTENANCE OF TRAFFIC		$ -
3	102 3	CY	49.1		COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE		$ -
4	102 60	ED	11,020		WORK ZONE SIGN		$ -
5	102 71 13	LF	680		TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE		$ -
6	102 74 1	ED	3,400		CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD		$ -
7	102 99	ED	1,498		PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY		$ -
8	102 115	ED	530		TYPE III BARRICADE		$ -
9	104 10 3	LF	267		SEDIMENT BARRIER		$ -
10	104 11	LF	20		FLOATING TURBIDITY BARRIER		$ -
11	104 12	LF	555		STAKED TURBIDITY BARRIER		$ -
12	104 18	EA	2		INLET PROTECTION SYSTEM		$ -
13	110 1 1	AC	0.87		CLEARING & GRUBBING		$ -
14	110 4 10	SY	230		REMOVAL OF EXISTING CONCRETE		$ -
15	110 7 1	EA	10		MAILBOX, F&I		$ -
16	120 1	CY	777.5		REGULAR EXCAVATION		$ -
17	120 6	CY	293		EMBANKMENT		$ -
18	425 6	EA	5		VALVE BOXES, ADJUST		$ -
19	425 1521	EA	20		INLETS, DT BOT, TYPE C, <10'		$ -
20	425 1531	EA	5		INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'		$ -

21	425 1585	EA	3		INLETS, DT BOT, TYPE H, PARTIAL		$ -
22	425 1910	EA	2.00		INLETS, CLOSED FLUME		$ -
23	430 174 124	LF	26.00		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD		$ -
24	430 175 118	LF	1374		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		$ -
25	430 175 260	LF	130		PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD		$ -
26	430 982 125	EA	2		MITERED END SECTION, OPTIONAL ROUND, 18" CD		$ -
27	430 982 643	EA	1		MITERED END SECTION, OPTIONAL ROUND, 60" CD		$ -
28	430 984 129	EA	2		MITERED END SECTION, OPTIONAL ROUND, 24" SD		$ -
29	515 1 1	LF	754		PIPE HANDRAIL - GUIDERAIL, STEEL		$ -
30	520 1 10	LF	503		CONCRETE CURB & GUTTER, TYPE F		$ -
31	522 2	SY	1813		CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		$ -
32	524 1 1	SY	9.3		CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"		$ -
33	526 1 1	SY	18		PAVERS, ARCHITECTURAL, SIDEWALK		$ -
34	527 2	SF	139		DETECTABLE WARNINGS		$ -
35	572 1 2	SY	2450		PEREFORMANCE TURF, SOD		$ -
					SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6		SINGLE POST SIGN		$ -
37	710 90	LS	1		PAINTED PAVEMENT MARKING FINAL SURFACE		$ -
	*	LF	443		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	*	LF	245		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443		THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK		$ -
39	711 11 125	LF	12		THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK		$ -
40	711 14 125	LF	233		THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK		$ -

41	711 17 1	SF	22		THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN		$ -
					STRUCTURE ITEMS		
42	400 4 11	CY	323.1		CONCRETE CLASS IV, RETAINING WALLS		$ -
43	415 1 3	LB	26,507		REINFORCING STEEL - RETAINING WALLS		$ -
					PROJECT CONTINGENCY		
	999-906	$	1		MISCELLANEOUS	$ 100,000.00	$ 100,000.00
BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:							$ 100,000.00

_____

Company Name

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____.hereinafter called the Principal) and_____ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____ _,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____ dollars ($_____, good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of

---

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of_____20_.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: (SEAL)
Attorney in Fact

_____
Witness

Printed Name

_____
Business Address

_____

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

EXHIBIT II-A **FRONT PAGE**
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

PROJECT LOCATION: _____

EXHIBIT II-A (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of providing protective measure – overhead doors, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT II-B: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and ___ _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; _____.

then the Surety shall have no obligation under this Payment Bond.

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

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #25-418, and the inclusion by_____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this_ _____day of_____, 20_, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____ ,being first duly sworn, deposes and says that:

1. They are_____of_____ _, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title _____ __

Subscribed and sworn to before me this_____day of_____ _, 20 ____ _

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid:
_____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_
_____

(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of_____, 20 _____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20_
_____

_____

_____
(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic	Traffic Control Products																
Signing	Traffic Control Products																
Pavement markings	Traffic Control Products																
Asphalt	Self Perform																
Clearing & Grubbing	Self Perform																
Misc 1	Bob's Company																
Misc 2	Sam's Company																
!Totals		I$		I$		$		I$		$		$		I$		I$	1 0.00%1

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=O , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

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

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A._____	_____	_____	$___	$
B._____	_____	_____	$___	$
C._____	_____	_____	$___	$
D._____	_____	_____	$___	$
			Total	$

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: ----------

Address: ----------

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES__ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES___ NO

3. Bidder has filed all compliance reports due under applicable instructions:

YES__ NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

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

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Signature

_____
Date

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this ____ day of _____, 20 __

Name of Firm _____

By _____ __

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This ___ day of _____ 20 ___ _

Notary Public:_____ __

My Commission Expires:_____ ____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page ____ of ____ pages

CONTRACTOR: _____

REMIT TO: _____

_____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____

To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. ___5___% of Completed work (Column D + E)		
b. ___5___% of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

By _____ Date _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ 20

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Notary Public: _____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

My Commission expires:

Exhibi t XI

Pag e ____ of ____ page s

PO LK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By: _____ Authorized Signature Date

CONTRACTOR: _____ Date

REMIT TO: _____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____ To: _____

UNIT PRICE

CHANGE ORDER SUMMARY

Change Orders approved this month

Number	Date Approved	ADDITION	DEDUCTION
		$ -	$ -
TOTAL		-	-

Approved in previous months

Number	Date Approved		
TOTAL		$ -	$ -
Net change by Change Orders			$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR

By _____ Date

SCHEDULE OF VALUES

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

A Item No. Include MBE Extension)	B Description	C Scheduled Value	C1 Quantity	C2 Unit Price	D Previously Completed	E Quantity Complete this Period	F Cost this Period	G Materials presently Stored	H Total Stored and Completed to date	I % Complete	J Balance to Finish	K Total Retainage to date
	ORIGINAL CONTRACT SUM											
	Net change by Change Orders											
3.	CONTRACT SUM TO DATE (Line 1 ± 2)	$ -							$ -	#DIV/0!	$ -	$ -
4.	TOTAL COMPLETED & STORED TO DATE (Col. G)	$ -							$ -	#DIV/0!	$ -	$ -
5.	RETAINAGE	$ -							$ -	#DIV/0!	$ -	$ -
a.	5 % of Completed work (Column D + E)	$ -							$ -	#DIV/0!	$ -	$ -
b	5 % of Stored Material (Column F)	$ -							$ -	#DIV/0!	$ -	$ -
	Total Retainage (Line 5a + 5b)	$ -							$ -	#DIV/0!	$ -	$ -
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ -							$ -	#DIV/0!	$ -	$ -
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous application)	$ -							$ -	#DIV/0!	$ -	$ -
8.	CURRENT PAYMENT DUE	$ -							$ -	#DIV/0!	$ -	$ -
9.	BALANCE TO FINISH, WITH RETAINAGE (Line 3 less Line 6)	$ -							$ -	#DIV/0!	$ -	$ -

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ ,20

						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

_____ PROGRESS PAYMENT NUMBER: _____

_____

_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____	_____
Subcontractor or Supplier Name	**Subcontractor or Supplier Name**
_____	_____
Street Address	**Street Address**
_____	_____
City, State and Zip	**City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXIDBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Maine Avenue Sidewalk

Project (LAP) _____

Contract No: _____

Notice to Proceed Date:

County's Project No.:_____

Contract Date:_____

Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on._____ .This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within___ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date:_____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on_____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional:_ (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page____ of Preparer
(signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date ..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR ..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is ..... _____ days
Amount of Allowance Authorization time used to date ..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is ..... _____ days
Date of substantial completion therefore is ..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____
_____
Date: _____

COUNTY: _____
Department Director
Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

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

BOARD OF COUNTY COMMISSIONERS: _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT: **CHANGE ORDER NUMBER:**
BID NO.: **CONTRACT NO.:**

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EX XVII-1

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-418

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-418
PROJECT NAME: Manie Avenue Sidewalk Project - LAP

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF:_____ COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this____day of _____, 20____, by____who has produced
(Print or Type Name)

_____ as identification. (Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-288 for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Roads & Drainage Division

Jay M. Jarvis, P.E. *Director*

EXHIBIT XXI- Lane Closure



Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; *roadc/osurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII - Road Closure

Polk
Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **110) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to: roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description	Location/Limits
_____ :	_____
_____ :	_____
_____ :	_____
_____ :	_____
_____ :	_____
_____ :	_____

Prime Contractor or Subcontractors will work:

5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

_____
_____
_____
_____
_____
_____
_____
_____

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

_____
_____
_____
_____

Approved by: _____
Project Engineer (signature) Date

Distribution: Original – Project File

1 Copy – Contractor (as requested)

PART E

CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-288, Maine Avenue Sidewalk Project (LAP).

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 130 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

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

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

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

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

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

ATTEST: STACYM. BUTTERFIELD, CLERK

BY:_____ __
DEPUTY CLERK

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

BY:_____ __
T.R. Wilson, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____ __

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____ __

BY:_____ __
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

Bid 25-418

Maine Avenue Sidewalk Project (LAP)

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Technical Specifications for Polk County, prepared by Kisinger Campo and Associates dated.

March 22, 2024

To receive a copy of **Specifications and Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-418 Maine Avenue Sidewalk Project (LAP).zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "__" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: ----------

Date: ----------

Title: ----------

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: ---------- Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES☐ NO
If *no,* then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)

4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* Congressional District, *if known:* 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date (mm/dd/yyyy):

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):____

Financial Project Number(s):____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided ins. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List/ Discriminatory Vendor List/ Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____
Printed Name

_____
Signature

Date: .....

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _ day
of _____ ,20__

By: _____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT(OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

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Advertisement No./ Solicitation **No**	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date:

Contract Number(s):

Technical Review/Awards Committee Members:
Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS
Additional Page

Contract Number(s): _

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

375-030-50
PROCUREMENT
OGC-1/20

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC- 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification_

Printed Names	Signatures	Date

FPN: _____	FPN: _____	FPN: _____
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN): _____
Federal Award Date:	Federal Award Date:	Federal Award Date: _____
Fund:	Fund:	Fund: _____
Org Code:	Org Code:	Org Code: _____ __
FLAIR Approp:	FLAIR Approp:	FLAIR Approp: _____
FLAIR Obj:	FLAIR Obj:	FLAIR Obj: _____

County No:_____ Contract No: _____
Recipient Vendor No: _____ Recipient DUNS No: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____ _, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and ___ ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in ___ , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before ___ . If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ ___ . This amount is based upon the Schedule of Financial Assistance in **Exhibit "B",** attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of$ ___ and as more fully described in **Exhibit "B".** This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.1. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A".**

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A".** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

D If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H",** Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the

Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1),*** **F.S.,** will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

i. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R, and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart **F** - Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart **F** - Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart **F** -Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F -Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources *(i.e.,* the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F -Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement

constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

'To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed

to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

D shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D".** This provision will survive termination of this Agreement.

17. **Miscellaneous Provisions:**

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. **Exhibits:**

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. D If this Project includes Phase 58 (construction) activities, then **Exhibit "G",** FHWA FORM 1273, is attached and incorporated into this Agreement.

c. D Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H",** Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. D State funds are used on this Project. If state funds are used on this Project, then **Exhibit** "I", State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J",** State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. D This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K",** Advance Project Reimbursement is attached and incorporated into this Agreement.

f. D This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. D This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M",** Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. D This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N",** Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. DA portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O",** Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. D The following Exhibit(s) are attached and incorporated into this Agreement: ___

k. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
* Additional Exhibit(s):

Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If this Agreement is entered into as a result of a competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

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a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

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* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: _____

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

(the Recipient)

PROJECT LOCATION:

D The project is on the National Highway System.

D The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by
b) Design to be completed by
c) Right-of-Way requirements identified and provided to the Department by
d) Right-of-Way to be certified by
e) Construction contract to be let by
f) Construction to be completed by

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
-Y: (Insert Programs Name)	$ _	$ _	$ _	$ _
-Y: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)• Phase 68				
i:y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: /Insert Program Name\	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Insert Phase)				
=Y: (Insert Program Name)	$ _	$ _	$ _	$ _
=Y: (InsertProgram Name)	$ _	$ _	$ _	$ _
=Y: (Insert Program Name\	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 0.00	$ 0.00	$ 0.00	$ 0.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency **(LEP).** To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	$
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 - Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 - Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration - Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.2ov/pro2ramadmin/contracts/l273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT "H"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the **IMSA.**

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____ hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

575-095-05
RIGHT OF WAY
01117

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: _____

Title: Date:

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO_ (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

Certified by FDOT _____
Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT **NO.:** _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

FOCD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPRIETARY PRODUCT CERTIFICATION

To:_____ Date:_____
Design Engineer

Financial Project ID:_____ New Const. D RRR D
Federal Aid Number:_____
Project Name:_____
State Road Number:_____ Co. *I* Sec. *I* Sub.:_____
Begin Project MP: End Project MP:_____
Full Federal Oversight: No D Yes D Note: If Yes, submit to FHWA Director.

A justification and all supporting documents must be attached to this document.
Mark the appropriate certification:

"I, _____, _____, *of the* _____,
Print Name of Initiator *Position Title* *Name of Agency*

do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

☐ *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
☐ *that no equally suitable alternative exists for this patented or proprietary item."*

_____ _____
Signature *Date*

For Department Use Only

"I, _____, _____,
Print Name *Position Title*

of the Florida Department of Transportation, do hereby approve this certification request made in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

D *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
D *that no equally suitable alternative exists for this patented or proprietary item."*
Identify any conditions and limitations:

_____ _____
Signature *Date*

Revised 01/2015

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

_____
Notary Public, not required when digital

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

AFFIDAVIT REGARDING LABOR AND SERVICES

LAP DIVISION I SPECIFICATIONS.
(REV 6-27-24) (FA 8-23-24) (FY 2025-26)

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Construction Checklist Specifications

Nongovernmental Entity's Name: from
Address: Department of Transportation
Phone Number: Standard Specifications for Road and Bridge Construction
Authorized Representative's Name:
Authorized Representative's Title:
Email Address:

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44).

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

Notary Public, not required when digital

Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of $250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of $500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension

entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time

extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in

the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credits to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or their duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract. as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the

Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part

thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific

locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims for Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of

any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampl

eforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL:https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm. Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.
2. A photograph displaying the product as shipped with packaging.
3. A list displaying all components within the shipped packaging, if applicable.
4. Installation instructions and materials, if applicable.
5. Product packaging or product labels as required by the Specifications.
6. Construction material percentages and country source of materials.
7. Last two manufacturing steps and country of manufacture.
8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.
9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions

of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, https://www.npirs.org/state/ approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or

2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
    a. Operating on or crossing over completed bridge structures.
    b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
    a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
    a. Operating on completed bridge structures.
    b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
    a. In excess of 90,000 lbs crossing bridge structures.
    b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions'
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Table 7-1

Estimated Contract Values	Anticipated Required Trainees
$3,500,000 or less	0
Over $3,500,000 to $7,500,000	2
Over $7,500,000 to $12,000,000	3
Over $12,000,000 to $20,000,000	4
Over $20,000,000 to $30,000,000	6
Over $30,000,000 to $40,000,000	8
Over $40,000,000 to $60,000,000	10
Over $60,000,000 to $75,000,000	12
Over $75,000,000 to $90,000,000	14
Over $90,000,000 to $100,000,000	15
Over $100,000,000 to $125,000,000	17
Over $125,000,000 to $150,000,000	20
Over $150,000,000 to $175,000,000	22
Over $175,000,000 to $200,000,000	25
Over $200,000,000* One additional trainee per $10,000,000 additional Construction Contract amount	

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical type positions. Training is permissible in lower-level management positions such as Office Engineers, Estimators etc., where the training is oriented toward construction

applications. Training in the laborer classifications, except Common or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:

1. Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.
2. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.
3. A change in previously approved classifications.
4. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case. The Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the On-the-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.
2. The candidate did not gain sufficient experience by working in the proposed classification.
3. The candidate was not hired as a journeyman in the proposed classification.
4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement of training. The compensation rate will be increased to the

journeyman's wage upon graduation from the training program for the remainder of the time the trainee graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training , the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.
2. Completion of the minimum hours in a training classification range.
3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

1. Trainee Enrollment and Notification of Personnel Action form.
2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

1. Federal-aid Projects – Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.

2. State Funded Projects - the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.

2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.

3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.

4. Credit will be allowed for any position indicated in the approved On-the-Job Training Schedule or Plan, for which the Contractor can demonstrate that a good faith effort was made to provide training.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.

7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.

8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.

9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by

the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Engineer. If the Contractor fails to remove such person or persons, the Engineer may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated

or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall submit substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor submits documentation that they placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a

controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract

Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s) is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term "substantial error" is defined as the smaller of (1) or (2) below:

1. a difference between the original plan quantity and final quantity of more than 5%,

2. a change in quantity which causes a change in the amount payable of more than $10,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the

claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if they fail to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after

satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

Contained within this addendum: Utility work schedule added, and questions and answers received.

To obtain a copy of the project utility work schedule please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-418, Maine Ave Sidewalk.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 bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 25-418
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
ADDENDUM #1

Question 1: If we as the prime bidder do not have FDOT prequalification in one or more of the areas identified, can the subcontractor that we plan to hire have it?

Answer: Required FDOT certifications can be covered by either the Prime Contractor or a Subconsultant. The Prime Consultant shall perform at least 51% of the project.

Question 2: Please confirm per the pre-construction meeting this job is Davis Bacon Related?

Answer: Concur this project is Davis Bacon Related.

Question 3: Please confirm per the pre-construction meeting this job is expected to start January – February 2026

Answer: Concur with a January/February 2026 anticipated NTP timeframe.

Question 4: Please confirm per the pre-construction meeting this job is FDOT off system?

Answer: Concur that this is an FDOT off-system project.

Question 5: Will TV and laser profiling be required for the storm drain?

Answer: Laser profiles and video inspections are required for pipes under 48" diameter.

Question 6: Will the prime contractor be required to have a QC manager?

Answer: QC testing will be required by the contractor. The CEI will be responsible for QC verification.

Question 7: Please confirm per the pre-construction meeting this job will not be required to utilize the FDOT MAC system?

Answer: Concur that FDOT MAC system is not required.

Question 8: Can the County please provide a schedule of trees that are required to be removed?

Answer: ***Tree assessment:***

Location	***Size***
STA. 49+90 –	***1x 6" tree (Oak)***
STA. 49+95-	***1x 8" tree***

STA. 50+30- 2x 5" trees and 1x 9" tree
STA. 51+00 1x 9" tree
STA. 51+80: 1x 36" tree
STA. 51+85: 1x 18" tree
STA. 52+00: 1x 42" tree
STA. 52+10: 1x 18" tree
STA. 52+60: Cluster of 4x16" trees
STA. 52+95: 1x 36" tree
STA. 53+00: 1x 6" tree
STA. 53+05: 1x 24" tree
STA. 53+35: 1x 8" tree
STA. 53+55: 1x overturned 12" tree
STA. 53+70: 1x 30" tree
STA. 53+95: Cluster of 8-10 <6" diameter trees
STA. 54+05-54+10: 2x overturned 8" diameter trees

Question 9: Can the County provide a lay down area near the project?

Answer: The County has right-of-way available along the south side of Maine Avenue east Reynolds Avenue.

Question 10: Please confirm per the pre-construction meeting that concrete pipe is the only allowed material to be used for the drainage work?

Answer: Per Plan Sheet 7, Optional Materials Tabulation, all storm drainpipes shall be Reinforced Concrete Pipe Class II or Elliptical Reinforced Concrete Pipe Class II.

Question 11: Iowa Road, Augusta Avenue and Donna Drive all have storm drain shown to be installed across the asphalt roadway. I do not see any plan on limits or bid items to repair the road after the drainage pipes are installed?

Answer: All work and items associated with the pipe installation is incidental to cost of the pipe installation. The contractor's bid price should include the pavement cost.

Question 12: The concrete driveways along Maine Avenue from Hutchins Street to 2827 Maine Avenue do not have concrete aprons and are not shown to have concrete aprons to be installed but the rest of the job does have them. Please advise?

Answer: Please construct driveway as shown in the plans.

Question 13: Can you please provide a utility work schedule for the utility owner that have to move their utilities?

Answer: The Utility Work Schedule documents have been added to the FTP site. The schedule is as follows:

- Spectrum – 4 days
- Lakeland Electric – 12 days
- Lakeland Water – 60 days
- Winter Haven Water – 5 days

- Frontier – 4 days
- TECO Peoples Gas – 2 days

Question 14: BSU-2 is required to submit with the bid that page number is not in the bid documents?

Answer: BSU-1 through BSU-5 and the Bid Sheet are required to be submitted. They can be found on PDF pages 135-141 in the Bid 25-418 Bid Package document.

Question 15: Page 4 of the plans shows Typical section 47+54 to 55+37 to have 4" concrete sidewalks and the plans does not have a 4" concrete sidewalk pay item?

Answer: The 4" shown on sheet 4 is incorrect. All sidewalk is to be 6" thick. Please see General Note number 13 on sheet 8.

Question 16: Can an asphalt pay item be added for a curb pad so if it's not needed it will not be invoiced?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 17: Is the asphalt for the proposed curb included in the curb price?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 18: Please confirm that RCP is the only pipe acceptable?

Answer: Reinforced Concrete Pipe (RCP) is the only pipe acceptable on this project; please see sheet 7 of the plans.

Question 19: Who will be the CEI for this project?

Answer: The CEI for this project has not been selected yet.

Question 20: Will inlet protection for new structures be paid for under bid item 104-18 Inlet protection or are they to be included in the price for new structures?

Answer: The inlet protection is for the existing structures, the cost for the new structures includes the price of the inlet protection.

Question 21: Is a post construction video required?

Answer: Yes, post construction video is required for all pipe installations.

Question 22: Are certified payrolls required due to the federal funding?

Answer: The bid does require certified payrolls.

Question 23: Is OJT Required for this project?

Answer: No.

Question 24: Can bid items along with descriptions (for thickness) be added for stabilization, road base and asphalt? These road work items will be needed for crossing Iowa Rd. Augusta Ave. and Donna Dr. with the new storm drainage?

Answer: The asphalt associated with the pipe replacement is incidental to the unit price of the pipe. The pipe trench should be backfilled and compacted and the last 2" of asphalt should match existing pavement. The cutting of existing pavement is also incidental and should be included in the pipe unit cost.

Question 25: At station 45+10 the plans show for the existing driveway to remain per the legend hash marks. But the new storm is shown to be installed under this driveway, and the existing storm pipe will need to be removed. Is this correct?

Answer: The driveway located at station 45+10 is a dirt driveway and the plans indicate that the new pipe will be install and the drive will remain a dirt driveway.

Question 26: From station 49+00 to 55+00, do any of the trees on the south side of the power lines need to be removed? The plans don't call for any of these trees to be removed and there is no way to determine the exact location prior to survey?

Answer: All trees within the Right of Way that will prevent the construction of the work are to be removed and should be paid for under Clearing and Grubbing.

Question 27: In reference to Bid Item 430-175-260 Pipe Culvert Round 60", can this item be changed to 48" x 76" ERCP to match the plans?

Answer: The pay item 430-175-260 (60" other) represent 48"x76" ERCP. The phrase "other" means elliptical.

Question 28: Does the proposed 48" x 76" MES (S-30) need to have bar grates like the existing MES has?

Answer: The bars are not required for larger pipes.

Question 29: Does SD-1 or SD-2 require bar grates?

Answer: Yes, SD-1 & SD-2 needs bar grates.

Question 30: Is a project sign required?

Answer: Yes, a project sign is required.

Question 31: Will the City of Lakeland adjust all waterlines and services that are in conflict?

Answer: Yes, the City of Lakeland Water will adjust all waterlines and service laterals. Please see the Utility Work Schedule for Lakeland Water.

Question 32: If the City's work is to be completed during construction, the City will need to provide the number of days required for their work so the contractor can account for additional MOT and down time while waiting on the City to perform this work?

Answer: Please see the Utility Work Schedules for utility adjustments before and during construction.

Question 33: The detail on plan sheet 18 shows 8" of limerock under the proposed pavers and 5' sidewalk. Is this limerock to be included in the price of the pavers?

Answer: Yes, the limerock is to be included in the price of the pavers.

Question 34: Is 8" limerock required beneath the proposed 5' concrete sidewalk for the entire length or just at the paver driveway per the detail on plan sheet 18?

Answer: Limerock is not needed under the entire length of the 5' sidewalk only in the location/areas of the driveways.

Question 35: Can details for the temporary wall be provided? The locations for these walls are shown on plan sheets W-8 & W-9 and referenced on plan sheet 58 Phase II of the Typical Section of the MOT. The depth of this temporary wall needs to be designed by the engineer based on soil conditions?

Answer: The temporary walls are considered non-critical due to the distance between the wall and live traffic. The design is the responsibility of the contractor.

Question 36: Is vibration monitoring required for installing the temporary wall?

Answer: Vibration monitoring is not required.

Question 37: In reference to the temporary wall chart on plan sheet 62, the stations and lengths for Wall #7 & Wall #8 don't match the correct stations as shown on plan sheets W-8 and W-9. The walls are longer. Can this be corrected?

Answer: Use wall limits shown on sheets W-8 and W-9.

Question 38: Under what bid item should grading the special ditch be included, this is a substantial amount of ditch to grade? Can a grading item be added?

Answer: The regrading of the ditch behind the wall is covered under pay item 120-6 which is Embankment.

Question 39: Why is S-33 lid being removed and replaced? The elevation of the existing lid is the same as the proposed?

Answer: Please see Drainage Detail Sheet for the modification of the top to allow construction of the sidewalk. This is for S-31, S-32 & S-33.

Question 40: At station 54+25 the proposed Retaining Wall will be right next to the existing power pole and down guys. These down guys will be exposed to form and pour the retaining wall. Has this been addressed in the design process with the power company? The power company will need to support this pole but will not have room to place a truck within the construction area due to the lack of space?

Answer: The Utility Agency Owner will adjust during or before the wall is constructed. Please see the Utility Work Schedules.

Question 41: Has the County taken into consideration that the existing roadway is failing and there are multiple cracks along this section of roadway. The contractor will be required to operate machinery along this roadway and the potential for road failure is extremely high, especially within the area of the Retaining Wall. Please confirm that the contractor will not be responsible for the continued deterioration of Maine Ave.

Answer: Contractor will not be responsible.

Question 42: In reference to bid item 526-1-1, the current paver driveway has concrete from the edge of pavement back to the homeowner's property line. Can this not be put back like it is by using concrete? The current pavers are extremely old and will be impossible to match. Additionally, the County typically doesn't allow pavers to be installed within there right of way leading up to the edge pf pavement?

Answer: The Contractor should construct a driveway as shown in the plans.

Question 43: Is underdrain required along the inside of the retaining wall as shown in the FDOT Index?

Answer: Underdrain is required per Index 400-010.

Question 44: Can a bid item for unsuitable material be added? We installed the existing elliptical pipe at station 56+00 and all the soil encountered was unsuitable "High Organics". The area of the proposed Retaining Wall is within a wetland and all the excavated material will be unsuitable for backfill?

Answer: Contractors should bid the project based on the quantities for excavation and embankment shown in the plans and the bid tab sheet. Unsuitable material quantities will be identified, quantified, and addressed during construction.

Question 45: What are the warranty requirements?

Answer: Warranty requirements are detailed in Article 15.

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Polk County

Board of County Commissioners

Agenda Item G.2. 4/21/2026

SUBJECT

Approve agreement with Carollo Engineers, Inc. to provide Part 2 engineering services (Conceptual Design) for the East Regional Wastewater Treatment Facility (ERWWTF). ($976,382.54 one-time expense)

DESCRIPTION

In 2024, the Utilities Division requested Procurement solicit proposals from engineering firms to provide design, permitting, bidding and construction administration services for new water production and wastewater treatment facilities in the east regional utility service area. Professional services agreement 25-028 for Part 1 services (Site Evaluation) was approved with Carollo Engineers Inc. on May 20, 2025. During Part 1 services, property acquisition was completed for construction of the proposed ERWWTF.

This Part 2 scope of services is the next phase for the advancement of this project. Part 2 services include project management, quality control, conceptual design report (data collection, onsite/offsite WWTF and transmission infrastructure analysis, final recommendations, etc.). It is anticipated that Part 2 services will be completed in approximately six months, yet the agreement will remain in place until all services have been completed. An amendment to the agreement for future services to include final design, permitting, bidding, construction administration, etc. will be brought back to the Board for approval once Part 2 services are complete.

RECOMMENDATION

Request Board approve agreement with Carollo Engineers, Inc. to provide Part 2 engineering services for the East Regional Wastewater Treatment Facility. ($976,382.54 one-time expense)

FISCAL IMPACT

Connection fee funding is budgeted and available in the Utilities Five-Year Community Investment Program Budget.

CONTACT INFORMATION

Brad Howard
Sr. Procurement Analyst
863-534-6706
bradhoward@polkfl.gov

PROFESSIONAL SERVICES AGREEMENT
#2025-028
AMENDMENT #1

This Amendment, effective as of the date executed by the County (the "Effective Date"), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the "County"), situated at 330 W. Church Street, Bartow, Florida 33830, and Carollo Engineers, Inc. (the "Consultant") a Delaware corporation, located at 2795 Mitchell Drive, Walnut Creek, California 94598 whose Federal Employer Identification Number is 86-0899222.

WITNESSETH:

WHEREAS, the County and the Consultant entered into that certain Professional Services Agreement #2025-028 dated May 20, 2025 (the "Agreement") for professional engineering services related to the feasibility study, geotechnical investigations, site planning, conceptual and final design services, permitting, bidding and construction administration phase services of the East Regional Utility Service Area (ERUSA) Masterpiece Wastewater Treatment Facility and associated rapid infiltration basins for effluent disposal, and the services are to be performed in phases (each a "Part"); and

WHEREAS, Exhibit A-iii of the Agreement set forth the feasibility study, geotechnical investigations, site planning services which comprised Part 1 of the Project Scope of Services, and were limited to project management support services, and engineering evaluation; and

WHEREAS, the estimated time for the Consultant to complete Part 1 of the Project was 17 weeks for a total not-to-exceed cost of $490,426.00, as further set forth in Exhibit A-iii of the Agreement; and

WHEREAS, by this Amendment #1, the parties desire to modify the Agreement to identify and describe the professional engineering services required for Part 2 of the Project including, without limitation, project management support services and conceptual design services; and

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

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

1. The Agreement is hereby modified and amended to identify and describe the professional engineering services required by the County and to be provided by the Consultant for Part 2 of the Project which includes, without limitation, project management support services and conceptual design services, which is more fully set forth and described in **Exhibit A** hereto titled "East Regional Wastewater Treatment Facilities-Conceptual Design (Part 2)" (the "Part 2 Services").

2. It is anticipated that Part 2 Services shall be completed within approximately six (6) months from the Effective Date of this Amendment #1, but in any event, shall be provided by the Consultant through completion of the services.

3. In consideration for its providing the Part 2 Services, the County shall pay the Consultant a not-to-exceed cost of $976,382.54 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of **Exhibit A**. Part 1 and Part 2 Services will be a total not- to-exceed cost of $1,466,808.54.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Signed By County _____

Polk County, a political subdivision
of the State of Florida

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

Reviewed as to form and legal sufficiency:

Noah Wilson 3/24/2026
County Attorney's Office Date

Carollo Engineers, Inc.
a Delaware corporation

By: _____

Vic Godlewski
PRINT NAME

Vice President
TITLE

Date: 04/02/2026

By: S.V. Paranjape

Sudhanva V. Paranjape
Vice President
March 29, 2026

CERTIFICATION

This is to certify that the undersigned, Kristi J. Powers, as Corporate Secretary and General Counsel for Carollo Engineers, Inc., is authorized to state and certify: That by corporate policy approved by the Board of Directors on 04/01/2019, Victor Godlewski, Vice President, is authorized to execute agreements for the usual and customary engineering business of the company.

Dated: March 27, 2026

Kristi J. Powers
Corporate Secretary & General Counsel

Amendment #1, Exhibit A

East Regional Wastewater Treatment Facilities-Conceptual Design Part 2 Services

A. Project Background and Description

Polk County Utilities (PCU) desires to expand wastewater services in the East Regional Utility Service Area (ERUSA). Infrastructure improvements were recommended in the 2023 ERUSA Master Plan Update (Dewberry Engineers, April 2024). PCU has purchased a 148.6-acre site along Masterpiece Road for locating a new greenfield wastewater treatment facility (WWTF) and associated rapid infiltration basins for effluent disposal.

An initial Part – 1 service performed by Carollo Engineers Inc. (Consultant) included site feasibility evaluation including preliminary geotechnical investigations, site planning and wastewater transmission system modifications to assist PCU with procuring the site.

After successful completion of Part – 1, PCU has directed the Consultant to prepare a scope of services for preparing a conceptual design report that will form a planning level document for the proposed WWTF and associated wastewater collection system transmission system modifications, including planning level design criteria, conceptual level site layouts and wastewater transmission routing analysis and construction cost estimates.

The new WWTF will include flow equalization, preliminary treatment (screening and grit removal with odor control), biological nutrient removal (BNR) trains coupled with membrane bioreactors (MBR), disinfection, effluent storage and pumping and on-site rapid infiltration basins for effluent disposal. The solids handling facilities will consist of solids holding/stabilization, and dewatering. The WWTF will be designed to meet Florida Advanced Wastewater Treatment (AWT) standards of 5 mg/L of 5-day Carbonaceous Biochemical Oxygen Demand ($cBOD_5$), 5 mg/L of Total Suspended Solids (TSS), 3 mg/L of Total Nitrogen (TN) and 1 mg/L of Total Phosphorus (TP).

The new WWTF will be designed for an annual average daily flows (AADF) of 2.21 million gallons per day (mgd).

The wastewater flow projections for the ERUSA is anticipated to be as follows:

- 0.8 mgd AADF in 2035
- 1.42 mgd AADF in 2045
- 2.21 mgd AADF in 2060

PCU may consider the construction of this new WWTF using the Construction Manager at Risk (CMAR) collaborative delivery approach.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall perform reviews to confirm that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Professional Services Agreement and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend two kickoff meetings with the County. One meeting will be for the conceptual design of the WWTF, the second meeting will be for the conceptual design of the wastewater collection system improvements. The Consultant will prepare a meeting agenda and meeting minutes for each meeting. Meeting minutes shall be distributed within three working days of the date of the meeting.

- Draft report review meeting

The project management and conceptual design scope of services to be provided as part of this project are summarized by the following tasks:

Phase 200 – Project Management and Quality Assurance/Control

Phase 300 – Conceptual Design Phase Services

Phase 200 – Additional Project Management Related Tasks and Quality Assurance/Control

Task 201 – Quality Assurance/Control

Consultant will conduct internal reviews of calculations, memorandums and reports in accordance with Consultant's quality assurance and control methodologies. Carollo's reviewers will not be part of the regular design team to provide an independent review. Consultant will conduct quality assurance/control reviews before delivering work products to PCU.

Task 202 - Maintain Schedule, Action Item Logs, and Decision Logs

Consultant will develop and maintain a project schedule for the management of the conceptual design phase services. Each task identified in the scope of work will be included in the project schedule. The project schedule will be updated monthly and delivered to PCU as part of the monthly progress payment request.

Consultant will create and maintain throughout the project an Action Item Log and a Decision Log. These logs will be routinely updated and provided to PCU with the monthly report and progress payment request.

Task 203 – Project Meetings

Consultant will attend following meetings with PCU. The Consultant will prepare a meeting agenda and meeting notes. Meeting notes will be distributed via email within five (5) working days of the date of the meeting.

- Nine workshop meetings on WWTF components.
- Two coordination/status meetings (as needed).

Phase 300 – Conceptual Design Phase Services

Task 301 – Sampling, Data Collection and Analysis

Consultant will assist with the following:

- Sampling and Laboratory Analysis (Influent Wastewater Characterization):
  - Consultant has prepared a wastewater sampling plan for influent characterization to support the biological process design (refer to Attachment A-3). Consultant will coordinate sampling locations, sampling times, process measurements, duration of sampling and analytical methods with PCU prior to start of sampling.
  - Consultant will pay the costs related to collecting, transporting and analysis of wastewater samples. Subconsultant, Advanced Environmental Laboratory (AEL), a certified laboratory in the State of Florida, will perform the laboratory analysis in accordance with FDEP requirements. In addition, AEL will be responsible for collecting samples, packaging and transporting samples to the laboratory, and associated coordination. Refer to Attachment A-3 for additional information.

Task 302 – Wastewater Collection System Transmission Routing Analysis

Consultant will prepare a conceptual level routing analysis for conveyance of the sewage from the ERUSA to the proposed WWTF. For this assessment two alternative routes will be evaluated including transmission system force main sizing, associated modifications to existing lift stations and/or addition of new lift stations. Consultant will use the hydraulic model (SewerGEMS model developed as part of the ERUSA 2024 Master Plan Update) and simulate the extended period simulation (EPS) for each alternative using the 2060 planning horizon for estimating the wastewater flows.

For each alternative, Consultant will assist with reviewing existing Right-of-Ways (ROW) and/or evaluate new ROWs required for new transmission mains and lift stations, maximizing the use of natural topography, and identify potential construction issues. The evaluation will include estimate of planning level construction costs (AACE Level 5 cost estimate with accuracy of -50% to +100%) and energy usage.

Task 303 – Wastewater Treatment Facility Conceptual Design

Consultant will prepare a conceptual design including evaluation of each unit process, including conceptual layouts and phasing.

Plant Headworks:

Plant headworks will comprise of screening and grit removal. PCU desires to utilize MBR technology for separation and filtration of solids in lieu of conventional secondary clarifiers and filters. This will require the plant headworks be equipped with in-channel coarse influent screens (6-mm opening) followed by vortex grit removal followed by in-channel fine screens (2-mm opening). Consultant will work with PCU to identify technologies for screens and grit removal for standardization utilizing those that are planned for PCU's existing WWTFs (NW WWTF, SW WWTF and NER WWTF).

Flow Equalization:

The WWTF will include off-line flow equalization, primarily for typical day diurnal pollutant load management to prevent shock loadings to the biological treatment process and provide limited wet-weather peak flow attenuation. Flow equalization will be comprised of cast-in-place or pre-cast rectangular tanks and dry-pit submersible pumps. Degritted influent wastewater above a predetermined flow rate will be diverted to the flow equalization tanks by gravity and repumped to a point upstream of the fine screens during low flow periods. The County's preference is to manage odors by recycling some return activated sludge to the flow equalization tanks. The tank will be designed to accept future covers and a ducted odor control system.

Odor Control:

The plant headworks and biosolids handling facilities will be designed with appropriate biotrickling filter type odor control systems followed by carbon polishing.

Biological Treatment:

The WWTF will be designed to meet Florida AWT standards. The biological treatment will include a 5-stage Bardenpho process with either diffused aeration (diffusers and blowers) or in a Carrousel® Oxidation Ditch type configuration with shafted mechanical mixers and surface aerators.

Consultant will develop a calibrated BioWin process simulation model (by EnviroSim Associates Ltd. latest version 6.4) using the influent wastewater characteristics developed from the sampling data collected under Task 301. The sampling data measuring the influent wastewater COD (both particulate and soluble fractions of biodegradable and unbiodegradable fractions), $cBOD_5$, TSS, VSS, TKN, TP, and Alkalinity will be used for sizing of the treatment basins.

Membrane Bioreactor Process (MBR):

PCU desires to utilize the MBR process for separation of the solids in lieu of conventional secondary clarifiers and filters and produce a very high quality effluent. The MBR process is a very compact treatment process utilizing fine pore membranes. The evaluation will include hollow-core submerged membranes.

Effluent Disinfection:

The proposed WWTF will include chorine contact concrete tanks using bulk sodium hypochlorite feed for effluent disinfection to meet the Florida AWT and reuse standards. The chlorine contact tanks will be sized to provide the desired 15-minute contact time at peak hour flows. Appropriate chlorine mixing chambers or zones will be designed for efficient mixing of sodium hypochlorite with the effluent.

Bulk sodium hypochlorite will be stored in an enclosed building near the chlorine contact tanks and equipped with appropriate metering pumps and containment.

Effluent Storage and Pumping:

The proposed WWTF will include appropriate effluent storage and pumping facilities. Vertical turbine type pumps or dry pit submersible pumps will be used for pumping the disinfected final effluent to the on-site RIBs for disposal.

Rapid Infiltration Basins (RIBs):

The proposed WWTF will include on-site RIBs for effluent disposal. The conceptual design will provide appropriate layouts for the proposed RIBs, including size, shape, distribution piping and RIB loading details.

Solids Handling:

Biosolids separated from the MBR process will be held in aerated sludge holding tanks and dewatered using centrifuges or screw presses. Consultant will evaluate the potential to haul liquid sludge to PCU's nearest WWTF or addition of on-site dewatering. The evaluation will include use of centrifuges or screw presses. On-site dewatering will include sludge pumping, polymer storage (bulk storage with containment) and make-up units and the appropriate dewatering technology. The dewatering building will include a truck loading station with necessary dewatered cake conveyors.

Electrical and Instrumentation Controls:

The new WWTF will include necessary electrical and instrumentation and controls equipment. Electrical design will be based on Class 1 reliability requirements. Electrical gear including appropriately sized utility transformers, switchgear, motor control centers and variable frequency drives will be housed in climate-controlled building(s).

Consultant will evaluate electrical power considerations for both normal utility power and emergency stand-by power for each unit process as well as load shedding, surge suppression, ARC flash protection and lightning protection. Consultant will meet with appropriate power company to determine utility power supply needs for the facilities.

Consultant will evaluate and recommend appropriate locations and types of instruments necessary for process control and those required for permit compliance.

Controls will include either Profibus or Modbus TCP/IP Fiber Optic network configuration and associated communication protocols.

Consultant will prepare conceptual level electrical single-line diagrams, system architecture and process flow diagrams (PFDs) and piping and instrumentation diagrams (P&IDs) and a brief description of process control for each unit process. The description will also include common mode failure and power distribution selection to allow continuous equipment operation for the system.

Administration and Maintenance Buildings:

The new WWTF will include an appropriately sized administration and maintenance building(s) meeting all applicable local and state codes, including those for ADA

compliance. Conceptual programming of these buildings will be done with the County's assistance.

Stormwater and Roadways:

The conceptual design will estimate the pervious and impervious areas and determine the necessary stormwater conveyance, treatment and discharge requirements. The design will also include access roadways, site security requirements such as number of entrances, gates, fences and security cameras (as desired).

During this task, Consultant will hold workshops with County staff to discuss alternatives associated with the following plant components:

- Flow equalization includes tank materials and layout, mixing system and return pumps.
- Headworks including conceptual layout, mechanical screens, grit removal and odor control.
- Biological Process includes reactor layouts for a conventional approach with clarifiers and filters, and an alternative based on the use of MBR technology.
- Disinfection – Chlorine contact tank layout and sodium hypochlorite storage and feed.
- Effluent management including pumping, storage & RIB sites.
- Biosolids treatment includes options for sludge storage and dewatering.
- Civil Site Work/Site Security includes paving, grading, stormwater management, fencing and gate access and camera surveillance.
- Electrical/Instrumentation and Control includes power distribution, standby generators, approach to class I reliability, field instruments and SCADA.
- Support Buildings includes conceptual layouts for the Administration, Maintenance and Electrical Buildings.

The goals of these workshop is to receive the County's input and preferences to help guide the conceptual design of the ERUSA WWTF.

Task 304 – Conceptual Design Report

Consultant will prepare a Conceptual Design Report (CDR) for the proposed WWTF.

The CDR will include the following:

Wastewater Collection Transmission System

- Routing Analysis
  - Consultant will prepare routing analysis for two alternative routes. The analysis will include proposed transmission system piping sizes and layout, ROWs, modifications to existing lift stations or addition of new lift stations etc. The two alternative routes are shown in Attachment A-4.
- "Class 5" Engineer's Opinion of Probable Cost of Construction (EOPCC).
  - Consultant will prepare a "Class 5" EEPCC, per *Recommended Practice 18R-97 Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, published in 2005 by AACE International. Class 5 estimates are generally prepared based on limited information and subsequently have a fairly wide range of accuracy. Typically, engineering is from 1 percent to 15 percent complete. Class 5 cost estimates are estimates made without detailed engineering data. An estimate of this type is normally used for budgetary and planning purposes and used for the screening of alternative concepts. The expected accuracy range for Class 5 estimates is between -50% to +100%.
- Net-present Value (NPV) for each alternative.
  - Consultant will prepare a 20-year NPV for each alternative that would include power consumption and capital costs.
- Final Recommendations
  - Consultant will present the routing analysis for the two alternative routes during the draft CDR review meeting. Consultant will prepare final recommendation for the most preferred route to be considered for preliminary and final design. It is assumed that the preliminary and final design for the

transmission system upgrades will be completed by PCU using their continuing service Consultants.

- Consultant will provide recommendations for dividing the recommended improvements into discrete projects that could be assigned to the County's continuing engineering Consultants.

Wastewater Treatment Facility

- Unit Process Descriptions
  - Consultant will prepare flows and loads using existing and future population projections and wastewater characteristics sampling data. Consultant will summarize in a brief memorandum the information on flows and loads, including peak factors. A 25-year planning horizon (2050) for the new WWTF will be assumed for this analysis.
  - Consultant will provide design criteria and description for each unit process.
  - Consultant will prepare conceptual level layouts for each unit process.
- Preliminary Hydraulic Profile
  - Consultant will prepare a preliminary hydraulic profile of the entire treatment plant to handle Day 1 and future flows under average day and peak flow conditions for the planning horizon (2050).
- Site Layout
  - Consultant will prepare conceptual level site plan showing all unit processes, yard piping, access roadways, stormwater collection and treatment ponds.
  - Consultant will prepare a phasing plan for development of the WWTF.
- Electrical and Instrumentation and Controls
  - Preliminary single-line diagrams
  - Preliminary process flow diagrams
  - Preliminary P&IDs
- "Class 5" Engineer's Opinion of Probable Cost of Construction (EOPCC).

- Consultant will prepare a "Class 5" EEPCC, per *Recommended Practice 18R-97 Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, published in 2005 by AACE International. Class 5 estimates are generally prepared based on limited information and subsequently have a wide range of accuracy. Typically, engineering is from 1 percent to 15 percent complete. Class 5 cost estimates are estimates made without detailed engineering data. An estimate of this type is normally used for budgetary and planning purposes and used for the screening of alternative concepts. The expected accuracy range for Class 5 estimates is between -50% to +100%.

A draft CDR review workshop will be conducted with PCU. PCU will provide written comments to Consultant. The Consultant will record the meeting minutes, and all comments received from PCU will be responded to in writing.

The Final CDR will be submitted to PCU after addressing the comments and will include a recommendation for the new WWTF.

Phase 400 – Support Services

Laboratory services will be provided in accordance with the scope of services set forth in a November 11, 2025, proposal prepared by Advanced Environmental Laboratories (refer to Attachment A-5).

Civil Engineering services will be provided in accordance with the scope of services set forth in a November 25, 2025, proposal prepared by CivilSurv Design Group, Inc. (refer to Attachment A-6).

Land surveying services will be provided in accordance with the scope of services set forth in a November 18, 2025, proposal prepared by Echo Utility Engineering and Survey, Inc. (refer to Attachment A-7).

Architectural design services will be provided in accordance with the scope of services set forth in a November 17, 2025, proposal prepared by The Lunz Group (refer to Attachment A-8).

Engineer's Opinions of Probable Construction Costs (EOPCC) services will be provided in accordance with the scope of services set forth in a November 17, 2025, proposal prepared by PMA Consultants (refer to Attachment A-9).

Rapid Infiltration Basin (RIB) evaluation services will be provided in accordance with the scope of services set forth in a November 24, 2025, proposal prepared by Royal Consulting Services, Inc. (refer to Attachment A-10).

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
101	Project Management	Monthly status reports and updates to action and decision logs.
102	Kickoff & Review Meetings	Meeting agendas and notes submitted within 3 working days of the meeting.
202	Action Item and Decision Logs	Monthly updates provided as part of invoicing.
203	Project Meetings	Meeting agendas and notes submitted within 5 working days of the meeting.
301	Data Collection, Sampling & Analyses	Raw wastewater sampling plan in pdf format.
303	WWTF Conceptual Design-Boundary & topographic survey	Certified boundary and topographic surveys in Cad and pdf format.
304	Draft Conceptual Design Report	Three paper copies of the Draft CDR and one electronic copy in PDF format.
304	Final Conceptual Design Report	Three paper copies of the Final CDR and one electronic copy in PDF format.

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Amendment and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, The Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file, and no further administrative action will be required for extension.

E. Compensation

This Amendment establishes a not to exceed cost of **$976,382.54**. Compensation for the services performed under this Amendment shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Professional Services Agreement 2025-028. Other direct costs or expenses incurred in connection with this Agreement will not be invoiced as these expenses have been accounted for in the rate multiplier associated with this Agreement. A summary of the estimate labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by task in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per task. The transfer of funds between tasks is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases or tasks within completed tasks or tasks clearly tracking under budget and with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for this Part 2.

The not-to-exceed cost for this Agreement includes contingency funds in the amount of **$40,000.00**. The contingency funds authorized for use in this Agreement may only be expended upon written approval from the County Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will provide an invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to PCU. The summary will depict the overall phases/tasks, associated budgets, amounts invoiced to date, and remaining balance. Invoices for compensation submitted by the Consultant will include the reviewed and approved invoice summary, an updated project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by PCU and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) numbers, and PCU project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and/or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and/or omissions will be considered out-of-scope and shall not be invoiced to the County.

F. County's Responsibilities

The County's responsibilities include the following:

- The County will make available stakeholders at meetings and workshops. It is assumed that all parties with an interest in the outcome of this project will attend and participate in meetings and workshops and Consultant can rely on the outcomes of the meetings and workshops to progress the design forward.

- Allow Consultant team members to access the site as needed.
- Provide timely responses to data requests and report review comments. Timely response is considered within 14 days from the request or report submission.
- Provide access to PCU's facilities for wastewater sampling.

G. Services Not Included

The following services are not included in the scope of services for this project:

- It is understood that County may elect to implement this project using the CMAR contracting method. However, it is not anticipated that the CMAR will be selected and contracted during the conceptual design. Therefore, this Professional Services Agreement does not contemplate having meetings with the CMAR or soliciting input or modifications to the design concepts that may be required in the CMAR process.
- No geotechnical, wetland delineation, threatened and endangered species evaluations or environmental investigations are included. These services, as needed, are anticipated during the preliminary design phase of the project.
- Preparation of permit applications
- Evaluation of FOG or septage receiving facilities.

H. Assumptions

The scope of services and compensation arrangement outlined herein are based on the following assumptions:

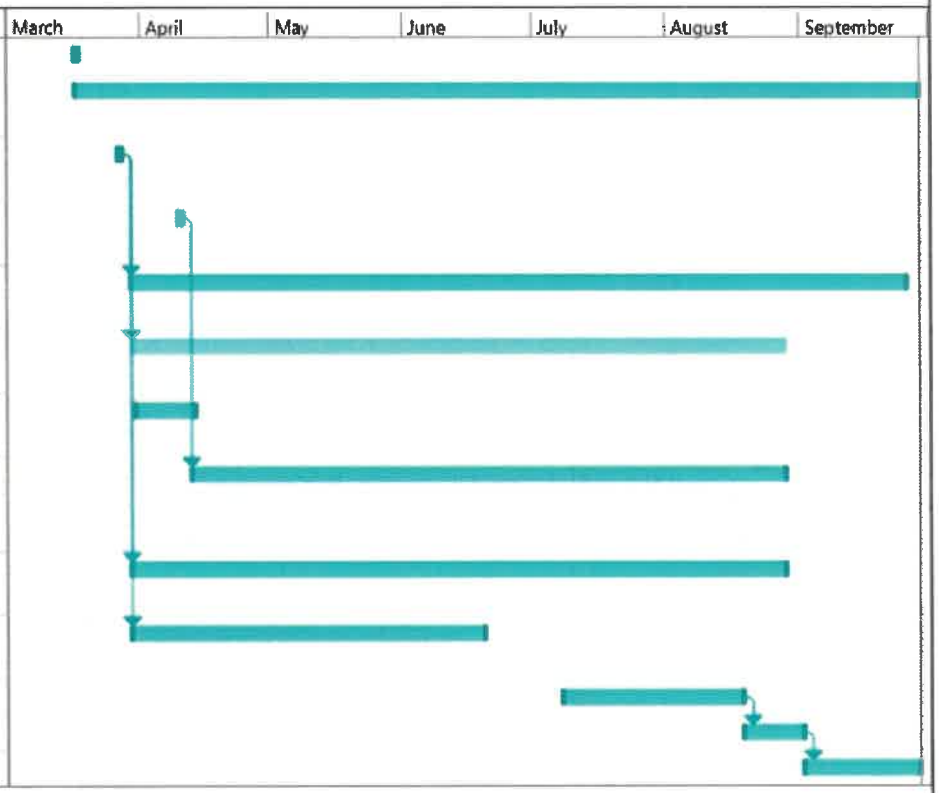
- Meetings will be conducted at PCU's office location in-person. At the County's request, meetings may be conducted using mutually compatible video conferencing software (e.g. MS Teams).
- Consultant shall be entitled to use and reasonably rely upon information and services provided by the County or others in performing Consultant's services hereunder.
- County will evaluate the planning and zoning constraints for the selected site.

- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor, material and future economic factor that may influence cost of construction; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way County's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates and Consultant will not be liable to and/or indemnify County and/or any third party related to any inconsistencies between Consultant's projections and estimates and actual costs and/or quantities realized by the County and/or any third party in the future, except to the extent such inconsistencies are caused by Consultant's negligent performance hereunder.
- The services to be performed by the Consultant are intended solely for the benefit of the County. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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Project Schedule
East Regional WWTF Part 1 Services

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Tue 3/17/26	Tue 3/17/26
2	Task 100 Project Management	140 days	Tue 3/17/26	Mon 9/28/26
3	Task 102 WWTF Kick-off Meeting	1 day	Fri 3/27/26	Fri 3/27/26
4	Task 102 Collection Sys Kick-off Meeting	1 day	Fri 4/10/26	Fri 4/10/26
5	Task 200 Add Proj Management & QC	130 days	Mon 3/30/26	Fri 9/25/26
6	Task 300 Conceptual Design	110 days	Mon 3/30/26	Fri 8/28/26
7	Task 301 WW Sampling & Data Collection	10 days	Tue 3/31/26	Mon 4/13/26
8	Task 302 WW Collection System Trans. Routing Analysis	100 days	Mon 4/13/26	Fri 8/28/26
9	Task 303 WWTF Conceptual Design	110 days	Mon 3/30/26	Fri 8/28/26
10	Boundary and Topo Survey	60 days	Mon 3/30/26	Fri 6/19/26
11	Task 304 Draft CDR	30 days	Wed 7/8/26	Tue 8/18/26
12	PCU Review	10 days	Wed 8/19/26	Tue 9/1/26
13	Task 304 Final CDR	19 days	Wed 9/2/26	Mon 9/28/26



**

ATTACHMENT A-2 FEE PROPOSAL
EAST REGIONAL WASTEWATER TREATMENT FACILITIES - CONCEPTUAL DESIGN

Task	Task and Sub-task Description	Senior Professional	Lead Professional	Project Professional	Professional	Senior Technician	Lead Technician	Technician	Document Processor	TOTAL HOURS	TOTAL CAROLLO LABOR	SUBCONSULTANT FEE
		$320.00	$252.00	$209.00	$169.00	$202.00	$168.00	$118.00	$126.00			
100	Project Management	64	28	12	12	6	6	0	24	152	$37,316.00	
101	Project Management	40	16	0	0	0	0	0	12	68	$18,344.00	
102	Kick-off Meeting and Review Meetings	24	12	12	12	6	6	0	12	84	$18,972.00	
200	Additional Project Management Tasks & Quality Assur./Contr.	132	70	44	44	22	22	0	48	382	$90,700.00	
201	Quality Assurance/Control	16	12	0	0	0	0	0	4	32	$8,648.00	
202	Maintain Schedule, Action Logs and Decision Logs	28	14	0	0	0	0	0	0	42	$12,488.00	
203	Project Meetings	88	44	44	44	22	22	0	44	308	$69,564.00	
300	Conceptual Design Phase Services	164	480	312	904	24	336	120	48	2388	$472,928.00	
301	Sampling, Data Collection and Analysis	8	24	40	80	0	40	0	0	192	$37,208.00	
302	Wastewater Collection System Transmission Routing Analysis	24	72	160	160	24	40	120	0	600	$112,032.00	
	Hydraulic Modeling	8	24	80	80	0	0	0	0	192	$38,848.00	
	Routing Analysis	8	24	80	80	24	40	120	0	376	$64,576.00	
	Cost Estimates	8	24	0	0	0	0	0	0	32	$8,608.00	
303	Wastewater Treatment Facility Conceptual Design	116	348	48	560	0	200	0	8	1280	$264,096.00	
	Influent WW sampling plan, coordination, data analysis	8	24	0	40	0	0	0	8	80	$16,376.00	
	Plant Headworks	8	24	0	40	0	24	0	0	96	$19,400.00	
	Biological Treatment	8	24	0	80	0	24	0	0	136	$26,160.00	
	Membrane Biorector	8	24	0	40	0	24	0	0	96	$19,400.00	
	Disinfection	8	24	0	24	0	24	0	0	80	$16,696.00	
	Effluent Storage and Pumping	8	24	0	32	0	24	0	0	88	$18,048.00	
	Rapid Infiltration Basins	8	24	0	0	0	0	0	0	32	$8,608.00	
	Solids Handling	8	24	0	64	0	24	0	0	120	$23,456.00	
	Electrical	8	24	24	80	0	24	0	0	160	$31,176.00	
	Instrumentation and Controls	8	24	24	80	0	24	0	0	160	$31,176.00	
	Site Civil/Storm water/Yard Piping	8	24	0	0	0	0	0	0	32	$8,608.00	
	Adminstration, Maintenance, Electrical and other Buildings	8	24	0		0	0	0	0	32	$8,608.00	
	Plant Hydraulics	8	24	0	80	0	0	0	0	112	$22,128.00	
	Cost Estimates	8	24	0	0	0	0	0	0	32	$8,608.00	
	Topographic and Boundary Survey	4	12	0	0	0	8	0	0	24	$5,648.00	
304	Conceptual Design Report	16	36	64	104	0	56	0	40	316	$59,592.00	
	Draft CDR	8	24	40	80	0	40	0	24	216	$40,232.00	
	Final CDR	8	12	24	24	0	16	0	16	100	$19,360.00	
400	Support Services											$335,438.54
	Laboratory Services											$15,305.90
	Civil Engineering											$60,400.00
	Land Surveying											$85,497.64
	Architectural Services											$25,000.00
	EOPCC Services											$92,960.00
	RIB Evaluation Services											$56,275.00
	TOTAL PROJECT COST	376	614	432	1064	52	420	120	160	2922	$600,944.00	$936,382.54
	Contingency											$40,000.00
	TOTAL PROJECT COST WITH CONTINGENCY											$976,382.54

Attachment A-3-Raw Wastewater Sampling Matrix

Parameter	Waverly WWTP Plant Influent Wastewater	No. of Samples
TSS	Daily Composite (Note 1)	7
VSS	Daily Composite (Note 1)	7
COD (total)	See Note 2	24
COD (1.2 µm GF filtrate)	See Note 2	24
COD (0.45 µm filtrate)	See Note 2	24
BOD_5 (total)	See Note 2	24
$cBOD_5$ (inhibited BOD_5)	See Note 2	24
VFA	Daily Composite (Note 1)	7
TKN (total)	See Note 2	24
TKN (0.45 µm GF filtrate)	See Note 2	24
Ammonia	See Note 2	24
Nitrate	Daily Composite (Note 1)	7
TP	See Note 2	24
TP (0.45 µm GF filtrate)	See Note 2	24
Ortho-P (PO4-P)	See Note 2	24
Alkalinity	Daily Composite (Note 1)	7
pH	Daily Composite (Note 1)	7
Calcium	Daily Composite (Note 1)	7
Magnesium	Daily Composite (Note 1)	7

Notes:

1. 1/D = From a daily flow composite sample.
2. Grab samples for 4 consecutive weekdays from 9 am to 7 pm. Each day a total of 6 samples will be collected every 2-hour duration. Samples will be collected at 9am, 11am, 1pm, 3pm, 5pm, and 7pm each day.

Services will be provided by Advanced Environmental Laboratories Inc. (AEL). Sampling will be performed by AEL personnel for 4 consecutive days, 10 hours per day to collect the grab samples as described in table above. Composite samples will be collected by AEL personnel using the existing composite samplers at the Waverly WWTP.

Attachment A-4 Location Map for Two Force Main Routes from Canal Road to the WWTF Site





SubConsultant

Proposals

Quotation

Advanced Environmental Laboratories, Inc.

P.O. Box 551580
Jacksonville, FL 32255-1580
Phone (904) 363-9350
Fax (904) 363-9354

Quote #: 82543
Date: 11/14/2025
Description: Waverly WWTP - Polk County
Deliverable: Review and Report WO

Contact: Carollo Engi
Sudhan Paranjape

Customer Service Contact: Evan Ged
Advanced Environmental Laboratories, Inc.
6681 Southpoint Parkway
Jacksonville, FL 32216
United States
Phone 904-363-9350
Email EGed@aellab.com

Item	Test	Description	Matrix/Worklab	TAT	Unit Price	Qty	Extended Price
1		Daily Composite Samling	Water		$420.50	7	$2,943.50
	EMF	Env Maint Fee (per sample)		10	$5.00		
	ALK-SM-W	Alkalinity,2320B,Aqueous	Tampa	10	$17.50		
	4500NO3F-W	NO3,NO2 4500NO3F,Aqueous	Tampa	10	$0.00		
	4500H+B-W	.PH,SM4500H+B,Aqueous	Tampa	10	$11.90		
	MG2007-W	Magnesium,EPA 200.7,ICP,Aqueous	Tampa	10	$16.80		
	CA2007-W	Calcium,EPA 200.7,ICP,Aqueous	Tampa	10	$16.80		
	4500NO3FEE	Nitrate 4500 NO3F, Aqueous FEE	Tampa	10	$17.50		
	FATACIDS-W	Fatty Acids, Sub-Out, WA		10	$300.00		
	TSS-SM-W	TSS,2540D,Aqueous	Tampa	10	$13.30		
	SM2540EVSS	Vol Suspended Solids,SM2540E	Tampa	10	$21.70		
2		Diurnal Grab Sampling	Water		$237.60	24	$5,702.40
	TP-3654-W	Total Phosphorus,365.4,Aqueous	Tampa	10	$19.60		
	TP-3654-D	Tot Diss Phosphorus, EPA 365.4	Tampa	10	$19.60		
	TKNSOL45-W	TKN Soluble 0.45,351.2,Aqueous	Tampa	10	$19.60		
	TKN3512-W	TKN,351.2,Aqueous	Tampa	10	$19.60		
	OP-3651-W	OP-3651-W - ORTHOPHOSPHATE,365.1,WA	Tampa	10	$17.50		
	NH3-3501-W	Ammonia,350.1,Aqueous	Tampa	10	$19.60		
	COD-4104-W	COD,410.4,Aqueous	Tampa	10	$21.70		
	CODSOL45-W	CODSOL45-W - COD Soluble 0.45, 410.4,WA	Tampa	10	$21.70		
	CODSOLGF-W	CODSOLGF-W - COD Soluble GF, 410.4,WA	Tampa	10	$21.70		
	CBOD-SM-W	CBOD,5210B,Aqueous	Tampa	10	$21.00		

Quotation

Quote #: 82543
Date: 11/14/2025

Item	Test	Description	Matrix/Worklab	TAT	Unit Price	Qty	Extended Price
	BOD-SM-W	BOD,5210B,Aqueous	Tampa	10	$21.00		
	EMF	Env Maint Fee (per sample)		10	$5.00		
	FILTFEE	Filter Fee		10	$10.00		
3		Sampling Mon - Thurs	Water		$110.00	48	$5,280.00
	SAMPF	Sampling Fee		10	$110.00		
4		Courier Weekend	Water		$240.00	2	$480.00
	COURF	Courier Fee		10	$240.00		
5		Expenses	Water		$900.00	1	$900.00
	MOBILF	Mobilization Fee		10	$900.00		
					Total		**$15,305.90**

Terms

Prices reflect a 30% discount.

Accepted By:

Signed: _____ **Title:** _____

Name: Sudhan Paranjape **Date:** _____

Quotation

Quote #: 82543
Date: 11/14/2025

TERMS AND CONDITIONS
The following terms and conditions apply to all work performed by Advanced Environmental Laboratories, Inc. (AEL), unless specifically exempted in writing by an officer of AEL.
1. CONTRACT AGREEMENT/TERMS AND CONDITIONS:
The Client, when placing an order with AEL, agrees that AEL`s quotation, Terms and Conditions, the Client`s purchase order, and AEL`s agreement to perform testing shall constitute the entire contract between the Client and AEL. A purchase order issued to AEL shall not constitute a binding contract until it is accepted and acknowledged by AEL. It is assumed the Client accepts AEL`s Terms and Conditions in lieu of the Client`s Terms and Conditions on any orders placed with AEL.
2. GOVERNING LAW:
All contracts between AEL and the Client shall be deemed to be made and governed by the Laws of the State of Florida. Any legal action brought by either the Client or AEL shall be brought in a court of competent jurisdiction in Duval County, Florida, or if the action is to be in federal court, in the U.S. District Court for the Middle District of Florida - Jacksonville District.
3. QUOTATION PERIOD AND PRICING:
Prices quoted by AEL remain in effect for thirty (30) days and are subject to change after that period. The prices contained in a quotation supplied by AEL apply specifically to the test or project named on the quote in accordance with stated specifications and documentation provided to AEL at the time of quotation. AEL shall not be bound to this pricing for any subsequent testing, repeat testing, additions, and omissions to the test program or parts thereof.
4. PRICING REVISION:
The Client representative requesting any testing quotation by AEL shall be considered an agent of the client and authorized to make technical and/or cost changes of any nature to the test procedures, specifications, or other Client documents. If AEL is required to submit a quotation without first receiving and reviewing applicable test specifications, any pricing submitted shall be subject to change when such specifications are made available to AEL.
5. CREDIT TERMS AND PAYMENT:
The acceptance of any purchase order by AEL shall be contingent upon approval of the Client`s credit. Unless otherwise determined, terms of AEL`s invoices shall be Net 30 days and payable in U.S. funds. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. This obligation is not contingent upon payment to the Client by any third party or on any specific result from AEL`s services and may not be assigned without the written permission of AEL. If the Client fails to make payment within the agreed terms, AEL shall have the right to cease work, withhold data/reports, and make all invoices immediately due and payable. In addition, AEL shall have the right to charge interest on all amounts not paid by the due date at the rate of 1.5% interest per month, compounded monthly, from the due date of payment. Client agrees to pay all cost of collections including attorney`s fees.
6. STANDARD PROCEDURES AND ACCREDITATION:
AEL represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by AEL and the client. AEL`s testing laboratories are accredited by NELAP by the Florida Department of Health. It is the client`s responsibility to ensure AEL is aware of any testing requiring accreditation. AEL makes no claims or guarantees that reported MDLs, PQLs, and/or MRLs will meet a Client`s requirements, be they regulatory, commercial, industrial, or otherwise. It is the complete and full responsibility of the Client to determine if AEL MDLs, PQLs, and/or MRLs will satisfy a Clients needs.
7. WARRANTIES:
AEL performs services and hence its work and reports are not governed by the Uniform Commercial Code. Except as stated in paragraph 6, AEL disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. AEL shall have no liability for incidental or consequential damages of any nature whatsoever.
8. Cancellation of Testing:
AEL begins testing upon receipt of samples from the Client. If for any reason the testing is interrupted by the Client, the completed portion of the work, including (but not limited to) supplies, materials, labor, and equipment utilization shall be billed to the Client and be payable within the agreed upon payment terms. In such circumstances where AEL agrees to place samples on hold, AEL may bill the Client stand-by charges, up to the full cost of established testing rates, until the testing resumes or is terminated by the client. If the testing is terminated by the client, AEL may impose a cancellation fee of no less than 10% of the unbilled portion of the project.
9. PROGRAM DELAYS:
AEL shall not be liable for any failure or delay in performance which is caused in whole or in part by acts of God (fire, flood, earthquakes, etc.), strikes or other labor disturbances, shut-downs, equipment breakdowns, unforeseen engineering problems, fuel shortages, Government priorities, or any other cause beyond the control of AEL.
10. ACCEPTANCE OF TEST REPORTS:
AEL reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. AEL shall have no liability for any deductions, inferences or generalizations drawn by the client or others from AEL reports. If the Client requests verification of any part of the test report, AEL shall be notified within thirty (30) days of submission of the report to the Client. Failure to notify within this thirty (30) day period acknowledges acceptance of the report. Should additional work be required for verification purposes, AEL shall be entitled to the reasonable value of the additional work involved providing the original findings are verified. Payment for any test report or other AEL invoice shall not be contingent upon acceptance and/or approval of a third party.
11. SAMPLE/DATA RETENTION
Samples will be destroyed thirty (30) days after the date of the final report, unless the client indicates otherwise in writing and prepays before the expiration of said thirty (30) day period the entire cost of any storing, packaging and shipping the sample(s) by AEL. AEL shall have no obligation to retain its test reports or related data and documents beyond its normal retention periods.
12. SHIPPING/TRANSPORTATION
The Client shall be responsible for the transportation and any associated shipping costs of Client`s property to and from AEL`s laboratories.
13. SUBCONTRACTING
AEL performs the majority of analyses in-house. Depending on the requested testing, samples may be moved within the AEL Laboratory Network for analyses. If you have any questions with sample analysis arrangements, please contact AEL as soon as possible. For analyses not performed by AEL, samples may be subcontracted to a 3rd-Party certified laboratory. The client will be notified if testing is subcontracted out of the AEL Network.

CIVILSURV
A Tradition of Innovative Engineering

November 25, 2025

Mr. Victor Godlewski, PE
Senior Project Manager | Vice President
Carollo Engineers
200 E. Robinson Street, Suite 1400
Orlando, FL 32801
vgodlewski@carollo.com

RE: Professional Services Proposal
ERUSA WPF & WWTF
Task Order No. 2
CivilSurv File: 195-001005

Mr. Godlewski:

CivilSurv Design Group, Inc. (CivilSurv) is pleased to submit this proposal to Carollo Engineers, Inc. (Carollo) for Professional Services associated with the ERUSA WPF & WWTF project (Project). This proposal provides an overview of the services to be provided by CivilSurv.

A. Project Understanding

Polk County Utilities (PCU) has recently completed a Feasibility Study Report and is currently in the process of acquiring property for the ±148.6-acre ERUSA WWTF site located at 2825 Masterpiece Road. The subject property consists of four parcels identified by Polk County Property Appraiser Parcel Numbers 282918-000000-011030, 282918-000000-011020, 282917-000000-033270 and 282917-000000-033280. PCU has directed Carollo to prepare a scope of services to include a conceptual design report that will form a planning level document for the proposed WWTF and associated wastewater collection system transmission system modifications, including planning level design criteria, conceptual level site layouts and wastewater transmission routing analysis and opinions of probable construction costs.

Carollo has been selected by PCU through RFP 25-552 to complete the Project. Carollo has requested that CivilSurv provide engineering services in support of the Project. Specifically, CivilSurv's support services will be limited to site civil, yard piping, stormwater management, and environmental resource permitting.

B. Scope of Services

Upon authorization to proceed from Carollo, CivilSurv will provide the following identified services. CivilSurv shall ensure that all design, bid, and construction documents produced by

CivilSurv will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other specified PCU requirements. This authorization shall be in full force and effect until CivilSurv completes all services as described in the Task Order and any subsequent modifications hereto.

The project management and conceptual design scope of services to be provided as part of this project are summarized by the following tasks:

- Task 110 – Project Management and Quality Assurance / Control; and
- Task 120 – Conceptual Design Phase Services.

Task 110 – Project Management and Quality Assurance / Control

The Task 110 (including subtasks 111, 112 and 113) will be budgeted for providing project management and quality assurance/control for this phase of the project. The scope assumes 28 weeks (~6 months) for completion of conceptual design services.

Task 111 – Progress Reports

CivilSurv will provide Carollo with brief monthly progress reports that identify what work has been performed by CivilSurv during the month and an itemized listing of work that will be anticipated in the upcoming month.

The deliverables for this task include the following, submitted electronically (email):

- Monthly Progress Reports.

Task 112 – Maintain Schedule, Action Item Logs, and Decision Logs – NOT INCLUDED

Task 113 – Project Meetings

CivilSurv will attend the following meetings with Carollo and PCU. Meeting agendas and meeting notes will be prepared by others. Meetings are anticipated to be conducted via remote conference.

- One kick-off meeting (WWTF)
- Five coordination/status meetings (as needed)
- One draft report review meeting

There will be no specific deliverables for this task.

Task 120 Conceptual Design Phase Services

CivilSurv will perform the following tasks as part of the conceptual design services. CivilSurv will provide information to Carollo for inclusion in a conceptual design report for the new ERUSA WWTF. CivilSurv's scope is limited to the site civil, yard piping, and stormwater management portion of the project. Where other items are performed that may have an effect, CivilSurv will request information such as building areas, closed treatment structures, proposed pavement around treatment structures, and building downspout systems.

Task 121 – Sampling, Data Collection and Analysis – NOT INCLUDED

Task 122 – Wastewater Collection System Transmission Routing Analysis – NOT INCLUDED

Task 123 – Wastewater Treatment Facility Conceptual Design

CivilSurv will support Carollo during the WWTF Conceptual Design with items limited to site civil engineering, yard piping, stormwater management, and permitting. The WWTF is anticipated to include flow equalization, preliminary treatment (screening and grit removal with odor control), biological nutrient removal (BNR) trains coupled with membrane bioreactors (MBR), disinfection, effluent storage and pumping and on-site rapid infiltration basins for effluent disposal. The solids handling facilities will consist of solids holding/stabilization, and dewatering. The anticipated capacity of the WWTF is 2.21 mgd.

Stormwater and Roadways:

The conceptual design will estimate the pervious and impervious areas and determine the necessary stormwater conveyance, treatment and discharge requirements. The design will also include access roadways, site security requirements such as number of entrances, gates, and fences.

CivilSurv will prepare and submit 30% design documents to provide preliminary design information limited to site civil, yard piping, and stormwater management for the project based on the overall WWTF layout prepared by others. This task includes the preparation of 30% design drawings to include the following sheets: Existing Conditions & Demolition; Overall Site Plan; Enlarged Site Plan; Overall Yard Piping Plan; Enlarged Yard Piping Plan; Overall Paving, Grading & Drainage Plan; and Enlarged Paving, Grading & Drainage Plan. The 30% design drawings will be prepared using a titleblock provided to CivilSurv by Carollo in an Autodesk Civil3D compatible format. The 30% design drawings are anticipated to be included as part of an overall set of design drawings to be prepared by Carollo.

CivilSurv will include an estimate of quantities in the Design Drawings for the site civil, yard piping, and stormwater management elements of the Project.

The deliverable for this task will include the following, submitted electronically (PDF):

- 30% Design Drawings (Draft); and
- 30% Design Drawings (Final).

Task 124 – Conceptual Design Report

CivilSurv will prepare the sections of the Conceptual Design Report (CDR) for the proposed WWTF concerning the site civil, yard piping, stormwater management, and environmental resource permitting elements of the project.

A draft CDR review workshop will be conducted with PCU. PCU will provide written comments to Carollo. Carollo will record the meeting minutes and all comments received from PCU will be responded to in writing. CivilSurv will support with comment responses related to the site civil, yard piping, stormwater management, and environmental resource permitting elements of the project.

This task includes coordination with the Carollo team in the preparation of an Engineer's Opinion of Probable Construction Costs (EOPCC) for the site civil, yard piping, and stormwater management elements of the project. CivilSurv will support the EOPCC effort but it is understood the EOPCC will be prepared by others.

The FINAL CDR will be submitted to PCU after addressing the comments and will include a recommendation for the new WWTF.

The deliverable for this task will include the following, submitted electronically (PDF):

- Draft CDR Sections;
- Draft CDR Comment Responses; and
- Final CDR Sections.

C. Deliverables

CivilSurv shall prepare and submit to Carollo, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
111	Progress Reports	Monthly Progress Reports (email)
123	Wastewater Treatment Facility Conceptual Design	One (1) electronic copy of the 30% Design Drawings; and one (1) electronic copy of the final 30% Design Drawings.
124	Conceptual Design Report Sections	One (1) electronic copy of the Draft CDR Sections; One (1) electronic copy of the Draft CDR Comment Responses; and One (1) electronic copy of the Final CDR Sections.

D. Schedule

CivilSurv will proceed with the services identified herein immediately upon receipt of a purchase order. CivilSurv will coordinate with Carollo to follow a mutually agreeable project schedule.

E. Compensation

This proposal establishes a not-to-exceed cost of $60,400. Compensation for the services performed under this proposal shall be on an hourly, not-to-exceed basis using the attached hourly rate schedule. Other direct costs or expenses incurred in connection with this proposal will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the hourly rate schedule. A summary of the estimated labor costs is provided in Attachment A-1 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-1, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by Carollo. To request consideration for such a transfer,

CivilSurv must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by Carollo and, if so requested, shall be furnished by CivilSurv. In addition, all invoices shall be submitted with the purchase order number on the invoice.

F. Carollo's Responsibilities

Carollo will provide the following information to CivilSurv and / or perform the following services related to the Project:

- Construction Plan Titleblock
- Topographic Survey Data
- Subsurface Utility Engineering Data
- Autodesk Civil3D Compatible CAD files for the Proposed WWTF, including scaled drawings for proposed tanks and structures
- Coordinate / Provide Access to the Project Site

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Topographic Survey
- Subsurface Utility Engineering
- Wetland Assessment / Delineation Services
- Threatened and Endangered Species
- Geotechnical Engineering
- Structural Engineering
- Detailed Engineering Design
- Permitting
- CMAR Coordination
- Construction Administration Services
- Resident Project Representative Services

H. Assumptions

The Scope of Services and compensation arrangement outlined in this proposal are based on the following assumptions:

- The proposed improvements associated with the Project are anticipated to be limited to upland areas with no impacts to wetlands.
- Internal roadway improvements are limited to the WWTF and exclude other County facilities that may be co-located on the site.

CLOSING

This proposal is valid for a period of 60 days. We appreciate this opportunity to work with Carollo Engineers. If you have any questions, please do not hesitate to contact us at 863-646-4771.

Respectfully submitted,

CIVILSURV DESIGN GROUP, INC.

Mark J. Frederick, PE, CFM, ENV SP, PMP
Vice President of Civil Engineering

Attachments:

- A-1 Budget Estimate
- A-2 Rate Schedule

Attachment A-1

ERUSA WPF & WWTF
TASK ORDER NO. 2

Tasks	Principal $250 per hour		Director $230 per hour		Project Mgr. $160 per hour		Sr. Associate $150 per hour		Associate 2 $135 per hour		Associate 1 $90 per hour		Administrative Assistant $80 per hour		CSDG Labor	Reimbursable Expenses	Total
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
TASK 111 - MONTHLY PROGRESS REPORTS																	
111.01 - Monthly Progress Reports	0	$ -	6	$ 1,380.00	0	$ -	6	$ 900.00	0	$ -	0	$ -	0	$ -	$ 2,280.00	$ -	$ 2,280.00
Total Task 111	0	$ -	6	$ 1,380.00	0	$ -	6	$ 720.00	0	$ -	0	$ -	0	$ -	$ 2,280.00	$ -	$ 2,280.00
TASK 113 - PROJECT MEETINGS																	
113.01 - Kickoff Meeting	0	$ -	2	$ 460.00	0	$ -	2	$ 300.00	2	$ 270.00	0	$ -	0	$ -	$ 1,030.00	$ -	$ 1,030.00
113.02 - Coordination/Status Meetings	0	$ -	10	$ 2,300.00	0	$ -	10	$ 1,500.00	10	$ 1,350.00	0	$ -	0	$ -	$ 5,150.00	$ -	$ 5,150.00
113.03 - Draft Report Review Meeting	0	$ -	2	$ 460.00	0	$ -	2	$ 300.00	2	$ 270.00	0	$ -	0	$ -	$ 1,030.00	$ -	$ 1,030.00
Total Task 113	0	$ -	14	$ 3,220.00	0	$ -	14	$ 2,100.00	14	$ 1,890.00	0	$ -	0	$ -	$ 7,210.00	$ -	$ 7,210.00
TASK 123 - WWTF CONCEPTUAL DESIGN																	
123.01 - 30% Design Drawings (Draft)	2	$ 500.00	10	$ 2,300.00	0	$ -	60	$ 9,000.00	30	$ 4,050.00	0	$ -	0	$ -	$ 15,850.00	$ -	$ 15,850.00
123.02 - 30% Design Drawings (Final)	2	$ 500.00	5	$ 1,150.00	0	$ -	40	$ 6,000.00	20	$ 2,700.00	0	$ -	0	$ -	$ 10,350.00	$ -	$ 10,350.00
Total Task 123	4	$ 1,000.00	15	$ 3,450.00	0	$ -	100	$ 15,000.00	50	$ 6,750.00	0	$ -	0	$ -	$ 26,200.00	$ -	$ 26,200.00
TASK 124 - CONCEPTUAL DESIGN REPORT																	
124.01 - Draft CDR Sections	2	$ 500.00	8	$ 1,840.00	0	$ -	10	$ 1,500.00	20	$ 2,700.00	0	$ -	0	$ -	$ 6,540.00	$ -	$ 6,540.00
124.02 - Draft CDR - EOPCC	2	$ 500.00	8	$ 1,840.00	0	$ -	16	$ 2,400.00	0	$ -	0	$ -	0	$ -	$ 4,740.00	$ -	$ 4,740.00
124.03 - Draft CDR Comment Responses	2	$ 500.00	4	$ 920.00	0	$ -	10	$ 1,500.00	10	$ 1,350.00	0	$ -	0	$ -	$ 4,270.00	$ -	$ 4,270.00
124.04 - Final CDR Sections	2	$ 500.00	8	$ 1,840.00	0	$ -	10	$ 1,500.00	20	$ 2,700.00	0	$ -	0	$ -	$ 6,540.00	$ -	$ 6,540.00
124.05 - Final CDR EOPCC	2	$ 500.00	4	$ 920.00	0	$ -	8	$ 1,200.00	0	$ -	0	$ -	0	$ -	$ 2,620.00	$ -	$ 2,620.00
Total Task 124	10	$ 2,500.00	32	$ 7,360.00	0	$ -	54	$ 8,100.00	50	$ 6,750.00	0	$ -	0	$ -	$ 24,710.00	$ -	$ 24,710.00
Total Estimated Cost	14	$ 3,500.00	67	$ 15,410.00	0	$ -	174	$ 25,920.00	114	$ 15,390.00	0	$ -	0	$ -	$ 60,400.00	$ -	$ 60,400.00

ATTACHMENT A-2

CIVILSURV
A Tradition of Innovative Engineering

Labor Multiplier Calculation

CivilSurv Design Group, Inc. – FDOT FAR Audited Rates

Actual Payroll	1.00
Facilities Costs and Capital	0.12
Reimbursable Expenses	0.05 – Polk County
Actual General Overhead	1.34
Actual Sub-Total	2.51
Profit (@15%)	0.38
Reduced Polk County Rate	**2.89**

ATTACHMENT A-2

CIVILSURV
A Tradition of Innovative Engineering

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.*

Attachment A-7

UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
4803 George Road, Suite 350
Tampa, FL 33634
888.778.ECHO
Grow, Inspire, Make a Difference

November 18, 2025

Vic Godlewski, PE
Senior Project Manager | Vice President
Carollo Engineers
vgodlewski@carollo.com

PROPOSAL FOR PROFESSIONAL SURVEY & MAPPING SERVICES

Project: Eastern Regional Utility Service Area (ERUSA) Regional Wastewater Treatment Facility (WWTF) Design Project, Polk County, Florida

Dear Mr. Godlewski:

At ECHO UES, Inc. (ECHO), we value your consideration and appreciate the opportunity to provide a technical proposal for our professional services. This proposal, which includes our proposed fee and schedule, details the approach we consider most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of the design and construction of the ERUSA WWTF in Polk County, Florida.

Project Limits: ECHO's proposed services will be performed within well-defined limits outlined in red on the attached exhibit.

Project Scope: ECHO's professional services have been requested to provide a boundary and topographic survey services, more clearly described below.

I. Boundary Survey

ECHO shall provide a boundary survey of the property comprised of parcels 28-29-18-000000-011020, 28-29-18-000000-011030, 28-29-17-000000-033270, and 28-29-17-000000-033280 per the Polk County Property Appraiser's website.

The boundary survey will include the location of encumbrances listed in the title report. ***The title report is to be provided by the client.***

II. Topographic Survey

ECHO shall provide a topographic survey, including elevations, within the areas shaded red in the attached exhibit. The topographic survey shall extend to the southerly right-of-way line of Masterpiece Road. Additional efforts shall include:

1. Set horizontal and vertical control throughout the project corridor.
2. The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), Florida State Plane Coordinate System, West Zone.
3. Collect aboveground, visible features and improvements.
4. Survey non-invasive trees that are 4" and larger in diameter as measured at chest height.
5. Survey gravity storm and sanitary systems, including one generation beyond the project limits.
6. Collect sufficient elevation data to create a digital terrain model (DTM) of the site and 1-foot contours.

All survey efforts will be conducted in accordance with the Standards of Practice outlined in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

III. Deliverables

1. Electronic file in AutoCAD format.
2. Electronically certified survey in PDF format.

Proposed Schedule: To be determined upon receipt of the Notice to Proceed (NTP).

Notes and Limitations:

1. The client shall facilitate access to the site and provide any relevant project information.
2. The site must be clear of obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00 am to 4:00 pm, Monday through Friday; additional charges may occur (following discussion with the Client) in the case of weekend or nighttime work.
4. ECHO will not work on any site contaminated with any hazardous or harmful substance.

Fee: ECHO's not-to-exceed competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs, is detailed on the following page.

ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE

ECHO UTILITY ENGINEERING & SURVEY

CLIENT:	**Carollo**
PROJECT:	**Polk Co East Regional WWTF**
LOCATION:	**Polk Co, FL**

Boundary & Topographic Survey

FIELD WORK ITEMS	DAYS	HOURS / DAY	HOURS	HOURLY RATE	SUB.TOT	NOTES
Survey Field Crew	30	10	300	$227.28	$68,184.00	Set horizontal and vertical control, recover R/W and property corners, complete a boundary & topographic survey within limits (154 acres). Includes mobilization time to/from project.
				FIELD SUB-TOTAL =	$68,184.00	

OFFICE WORK ITEMS	HOURS	HOURLY RATE	SUB.TOT	NOTES
Senior Surveyor	8	$260.83	$2,086.64	Manage field crew and office resources, oversee survey services, manage project, etc.
Survey Project Manager	40	$164.81	$6,592.40	Boundary calculation and oversee CADD efforts
Survey/GIS/SUE Anaylyst 3	90	$95.94	$8,634.60	Prepare deliverable, sheet out and clean up
		OFFICE SUB-TOTAL =	$17,313.64	

TOTAL = $85,497.64

Prepared By: M. Patterson **Date:** November 18, 2025

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization, and official Notice to Proceed.

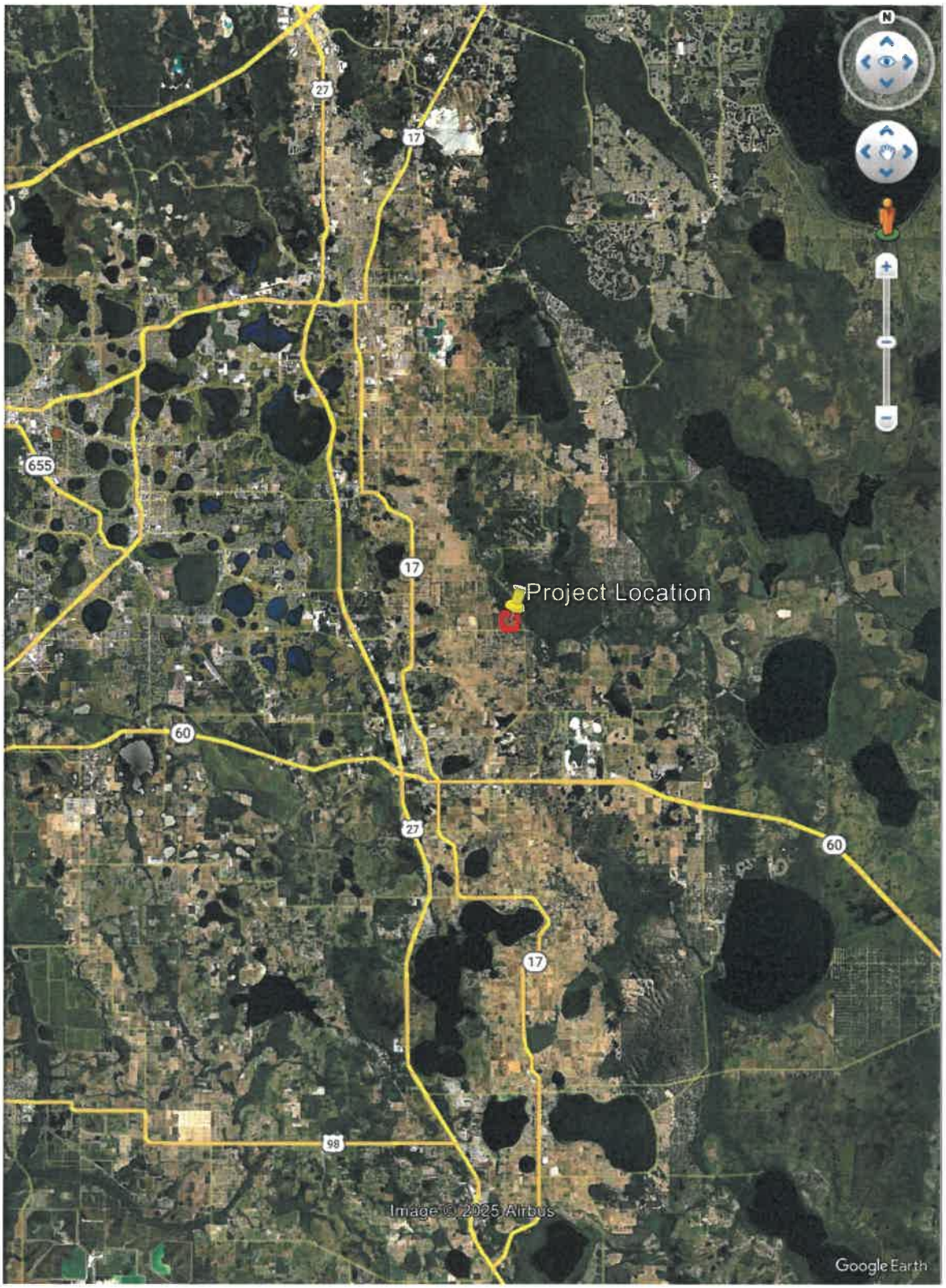
At ECHO UES, Inc., we believe in collaborating with our clients and are driven to understand their needs and deliver time- and cost-effective solutions. Thank you for considering ECHO for this important project. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

ECHO UES, Inc.

Mike Patterson, PSM
Senior Vice President

Vicinity Map



Project Limits



Attachment A-8

THE LUNZ GROUP
Architecture | Interior Design

November 17, 2025 Revised
November 14, 2025

Mr. Victor Godlewski, PE
Senior Project Manager | Vice-President
Carollo Engineers
D 407-377-2664

M 407-257-0236
vgodlewski@carollo.com

RE: Polk County East Regional Wastewater Treatment Facilities
TLG Project No. 25126.01

Dear Mr. Godlewski

Thank you for inviting The Lunz Group to provide our proposal for professional services to Carollo ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Polk County East Regional Wastewater Treatment Facilities, located in Lake Whales, Florida . Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Project Understanding

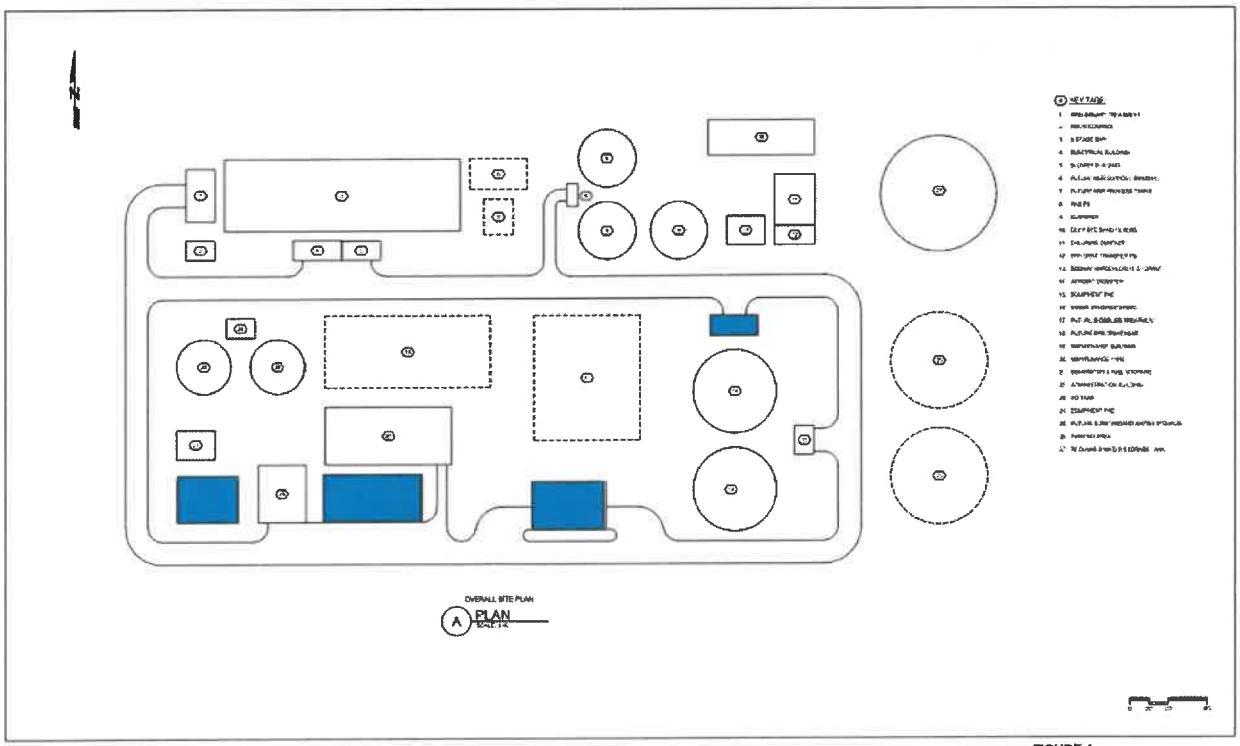
We understand Polk County Utilities (County) completed a master plan for the East Regional Utility Service Area (ERUSA) in 2024. The master plan recommended the development of a new regional wastewater treatment facility (WWTF) to serve the projected needs of the ERUSA. The land requirements for the proposed WWTF include space for treatment facilities as well as effluent management through the use of rapid infiltration basins (RIBs).

The County has identified a tract of land that they wish to consider for the ERUSA Regional WWTF site. This tract may potentially be used by other County departments for siting of facilities to serve this region of the County.

The County has authorized Carollo to assist in the evaluation of this tract for possible purchase. The purpose of this Technical Memorandum (TM) is to estimate the land area that would potentially be required for the treatment processes for the Regional WWTF. The land area requirements for RIBs and stormwater management will be the subject of separate TMs.

The proposed 150-acre site is located northwest of the intersection of Masterpiece Road and Timberlane Road near the western shore of Lake Pierce as shown below.





carollo

FIGURE 4
ERUSA REGIONAL WWTF-CONCEPTUAL SITE PLAN
POLK COUNTY UTILITIES

Carollo has identified the following buildings that will require conceptual floor plans and elevations for the Part 2 services -Conceptual Design, Task 123 – Wastewater Treatment Facility Conceptual Design.

- Administration Building 2900 sf (A)
- Maintenance Building 5000 sf (B)
- Electrical Building 2000 sf (could be two identical buildings each at 1000 sf (C)
- Biosolids Dewatering Building (similar to the proposed facility at the NWRWWTF) (D)

Scope of Services

The Lunz Group will provide Conceptual Phase architectural design and documentation services no consultants are anticipated.

Deliverables

- Code Research
- Life Safety Plans
- Conceptual Floorplans
- Conceptual Building Elevations

Time Schedule for Services

Start-Up Time: Two (2) weeks after receipt of written authorization to proceed, and initial payment.

I – Conceptual Design Services: Four (4) of weeks.
Plus time for Client Review, Approval, and Authorization to Proceed.

II – Schematic Design Phase Services: Zero (0) weeks.

III – Design Development Phase Services: Zero (0) weeks.

IV – Construction Documents/Permitting Phase Services: Zero (0) weeks.

V – Bidding Or Negotiation Phase Services: Zero (0) weeks.

VI – Construction Phase Services: Zero (0) weeks.

VII – Post Completion Services: Zero (0) weeks.

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum, basis. Client shall pay The Lunz Group a fee of **$25,000.00**. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

The Lunz Group Hourly Rates

CEO/President	$285.00
Managing Director	$285.00
COO	$240.00
Lead Architectural Designer	$195.00
Lead Interior Designer	$170.00
Senior Project Manager	$210.00
Project Manager	$190.00
Senior Project Architect	$200.00
Project Architect	$180.00
BIM Manager	$155.00

Senior Designer	$140.00
Designer	$100.00
Accounting Support	$95.00
Administrative Support	$75.00

Lump Sum Fee Breakdown

			Code Research	Life Safety Plans	Floor plans	Elevations	total	Total
Administration Building								
	Project Manager	$190.00	0	0	1	1	2	**$380.00**
	Project Architect	$180.00	2	2	2	2	8	**$1,440.00**
	Designer	$100.00	0	10	16	18	44	**$4,400.00**
Maintenance Building								
	Project Manager	$190.00	0	0	1	1	2	**$380.00**
	Project Architect	$180.00	2	2	2	2	8	**$1,440.00**
	Designer	$100.00	0	11	17	18	46	**$4,520.00**
Electrical Building								
	Project Manager	$190.00	0	0	1	1	2	**$380.00**
	Project Architect	$180.00	2	2	2	2	8	**$1,440.00**
	Designer	$100.00	0	10	16	18	44	**$4,400.00**
Biosolids Building								
	Project Manager	$190.00	0	0	1	1	2	**$380.00**
	Project Architect	$180.00	2	2	2	2	8	**$1,440.00**
	Designer	$100.00	0	10	16	18	44	**$4,400.00**
Total								**$25,000.00**
	Project Manager	$190.00	8	$1,520.00				
	Project Architect	$180.00	32	$5,760.00				
	Designer	$100.00	178	$17,720.00				
				$25,000.00				

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee. These expenses shall be billed and paid at cost plus 15%. Reimbursable Expenses include, but are not limited to, the following:

- Courier and delivery charges including insurance and customs duty rates.
- Reproductions including photocopying, printing and plotting will be billed in accordance with Company's standard document pricing.
- Presentation materials including mounting and lamination.
- Professional renderings and models except as included in this proposal.
- Transportation and travel including airfare (business class for international travel), lodging, meals, ground transportation, vehicle rental, and other transportation related expenses.
- Additional expenses over normal hourly rates for overtime work approved by the Client in advance.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group's design consulting documents required to accommodate comments provided by Client's staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Terms And Conditions

The Lunz Group and the Client agree to the Terms and Conditions of Attachment B.

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 30 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:	Approved by:
_____	_____
Signature	Signature
Craig Fennig, AIA, NCARB, LEED AP BD+C	_____
Printed Name	Printed Name
Managing Director	_____
Title	Title
November 14, 2025	_____
Date	Date

Attachments:

Attachment A – Scope of Services (Not issued)
Attachment B – Terms and Conditions

CC: Lori Aumack, The Lunz Group

THE LUNZ GROUP
Architecture | Interior Design

Attachment B

Standard Terms and Conditions

Polk County East Regional Wastewater Treatment Facilities
November 14, 2025

Standard of Care
The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Existing Conditions
To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts with information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

Design Contingency
The Client acknowledges that additional costs may result due to the imperfect nature of the design and construction process and that the final design cost and/or construction cost of the project may exceed the design budget and/or construction budget. The Client should prepare and plan for clarification and modifications which may impact both the cost and schedule of the project. Therefore, Client agrees to set aside a reserve in the amount of five percent (5%) of the Cost of the Work (as defined in AIA Documents B101-2017 and B103-2017) as a design contingency to be used, as needed, to pay for any such increased costs and changes. The Client agrees to make no claim against the Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then the Architect shall be responsible for such costs incurred by Client but only to the extent caused by Architect's negligent performance. Cost increases as a result of Client requests made after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions, or inconsistencies. In no event shall the Architect be responsible for direct costs that Client would have incurred in the construction contract but for Architect's error or omission.

Cost Estimating
Estimating is not included as a service on this project. Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

BIM
All models will be modeled at a level of detail of LOD 300. Basic interference check "clash detection" will be included in base scope and fee. Any additional LOD level and/or interference check will result in an additional service.

Additional Services
Company and its consultants will provide additional services when requested by the Client on a Lump Sum basis as mutually agreed by the Client and Company or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at Company's then current standard hourly billing rates. Directed changes to items previously approved will be considered Additional Services. Additional services shall not be performed prior to receipt of written authorization from the Client to proceed.

Company Insurance
Company will maintain commercial general liability, automobile liability, workers compensation and employee liability insurance reasonably necessary in connection with Company's performance of its services, and professional liability insurance with a coverage limit of not less than $5 million per claim and annual aggregate while providing services for this Project and for three years thereafter.

Instruments of Service
The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

Documents prepared by the Architect for this Project are intended for use solely with respect to this Project and Architect shall retain all rights, including ownership and copyright. Provided Client remains current in its payment obligations to Architect, Client is granted a non-exclusive license to use, copy and reproduce documents in connection with the construction, repair, maintenance, use and occupancy of, and publicity for, this Project. Other uses shall be negotiated separately. Architect reserves the right to photograph the Project and to be identified as designers of the Project in all

Project marketing materials.

If the Client, or anyone for whom the Client is contractually responsible, makes or permits to be made any changes to the construction documents prepared by the Architect and its sub-consultants without obtaining the Architect's prior written consent, the Client shall assume full responsibility for the consequences of the unauthorized changes, waives any claim against the Architect and its sub-consultants, and releases the Architect and its sub-consultants from any liability arising directly or indirectly from such changes. The Architect shall not be liable to the Client for any incidental, indirect or consequential damages related to the project or this Agreement, which shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages incurred by the Client.

Claims And Disputes
The Client shall promptly report to the Architect any known or suspected defects in the Architect's services. The Client agrees to impose a similar requirement on all others under Client's control and shall require all subcontracts at any level to contain a similar requirement. Failure by the Client or those for whom Client is responsible to notify the Architect shall relieve the Architect of the costs of remedying the defect above the sum the remedy would have cost if prompt notification was given when the defect was first discovered.

Any claim, dispute or other matter in question arising out of or related to this Agreement or Project shall be subject to non-binding mediation as a condition precedent to commencing any legal action or lawsuit.

Dispute Resolution
This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this proposal.

Waiver of Consequential Damages
The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Assignment
Neither Architect nor Client shall assign this agreement without written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Architect has the right to assign this agreement to an affiliate of Architect without the consent of the Client.

Termination
Time limits established by this Agreement shall not, except for reasonable cause, be exceeded by the Client or Architect. Reasonable cause shall expressly include but is not limited to a pandemic or other similarly serious illness, disease, epidemic, or public health issue, market conditions, equipment lead times, and any orders, advisories, restrictions, or directives of any public or governmental agencies or officials with respect thereto that impact the Client's or Architect's ability to perform its obligations under this Agreement; and any unavoidable cause beyond Architect's control. In the case of reasonable cause, the affected party's time for performance shall be equitably adjusted and Architect's compensation shall be equitably adjusted.

If the Owner fails to make payments to the Architect within forty-five (45) days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Hazardous Materials
Definition of Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), bacteria, fungus, mold, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site (hereinafter collectively referred to as "hazardous materials").

Hazardous Materials – Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous materials. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, "Architect Indemnitees") from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect Indemnitees.

Waiver of Claims for Hazardous Materials. In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the potential presence or suspected presence of hazardous materials as defined herein, at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials.

Publicity Acknowledgement
The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

Indemnification
With regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

With regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 9.10.A.1 above).

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or gross negligent acts, errors, or omissions.

Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own gross negligence or willful misconduct.

Limitation of Liability
In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

While the Architect shall be liable for its gross negligent acts and errors, the Architect and the Owner hereby agree as follows regarding the Architect's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Architect, the Architect's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Architect be liable for the cost of the labor, equipment, services or materials which the Architect negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Architect may otherwise be liable, the Client agrees that the maximum amount for which the Architect may be responsible or liable is the Architect's fees in relation to this Project.

Should the Client to decide to move forward with the project without engaging the Architect to perform Construction Phase Services, Owner waives all claims against Architect related to the use of the Instruments of Service and will defend, indemnify, and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service.

Miscellaneous
For purposes of this Agreement, Architect is an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, an agency relationship, or a fiduciary relationship between Architect and the Client, or as creating a partnership, a joint venture, a corporation, or any other manner of business association or corporate entity of any kind among the Parties.

The Client shall provide and timely supplement the Architect with all agreements, which may relate to or affect the project's programming, design, construction and/or administration prior to the Architect beginning any professional service, or at the time an agreement becomes available.

Client agrees that any self-performed work will not interfere with the Architect's services or affect the Architect's standard of care. The Client shall timely coordinate all self-performed work to allow the Architect's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all material information related to the project may constitute substantial non-performance under this Agreement. During the Construction Phase the Client acknowledges and agrees to accept all Client directed/ performed deviations from the Contract Documents, as noted by the Architect. Further the Client agrees to indemnify and hold Architect harmless for any claim, damage, or expense resulting from these deviations.

The Client shall cooperate fully with the Architect, to proceed with the project on the basis of trust and good faith, and to perform its responsibilities, obligations and work in a manner that allows the Architect to timely and efficiently perform its services.

Architect shall not be required to sign and/or stamp construction documents or permit sets, or provide the Client with Architect's final deliverables, until Architect has received the Client's written acceptance of Architect's proposal, of which these Terms and Conditions are a part, or the parties have executed another form of agreement in lieu of such proposal. The Client shall coordinate Architect's duties and responsibilities set forth in the contract for construction with Architect's services set forth in these Terms and Conditions. The Client shall provide Architect a copy of the executed agreement between the Client and contractor.

If the services covered by this Agreement have not been completed within One (1) month of the date hereof, through no fault of Company, extension of Company's services beyond that time shall be considered an additional service.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group (Architect) may not be held individually liable for negligence.

End of Terms and Conditions

PMA Consultants
EST. 1971
7380 West Sand Lake Road, Suite 500 ▪ Orlando, FL 32811
Tel: 407.351.7016 ▪ Cell: 407.230.4786

November 25, 2025

Vic Godlewski, PE
Senior Project Manager | Vice-President Carollo Engineers
200 East Robinson Street, Suite 1400
Orlando, Florida 32801

Subject: *Proposal for Cost Estimating Services during Conceptual Design Part 2 of the Polk County Eastern Regional Wastewater Treatment Facility, Rev 1*

Dear Vic:

PMA Consultants (PMA) is pleased to submit our proposal to provide cost estimating services as outlined below for the Polk County East Regional Wastewater Treatment Facility. This subconsultant proposal is to provide the requested services during the conceptual design phase, Part 2, of the plant. This document outlines our understanding of the scope as outlined in your email and based on our previous experience at similar sites and project stages.

SCOPE OF SERVICES

PMA (SUBCONSULTANT) proposes to provide cost estimating services to Carollo Engineers (CONSULTANT) as enumerated and described in Exhibit No. A - Scope of Services, Polk County Utilities, East Regional Wastewater Treatment Facilities, Conceptual Design Phase Services- PART 2, November 14, 2025:

Task 124 – Conceptual Design Report

- ***Wastewater Collection System Transmission Routing Analysis:***
  - ***CONSULTANT will prepare 2 wastewater collection system route alternatives for delivering sewage to the East Regional WWTP that will identity lift stations and energy requirements for each route. SUBCONSULTANT will prepare draft and final versions of AACE Class 5 Engineer's Opinions of Probable Construction Costs (EOPCC) for each alternative.***
    - SUBCONSULTANT will prepare "Class 5" EOPCC's, per *Recommended Practice 18R-97 Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, by

AACE International, August 2020 Version. Class 5 estimates are generally prepared based on limited information and subsequently have a fairly wide range of accuracy. Typically, engineering is from 1 percent to 15 percent complete. Class 5 cost estimates are estimates made without detailed engineering data. An estimate of this type is normally used for budgetary and planning purposes and used for the screening of alternative concepts. The expected accuracy range for Class 5 estimates is between -50% to +100%.

- Net-present Value (NPV) for each alternative.
  - SUBCONSULTANT will prepare draft and final net-present value 20 year cost models for each alternative
    - *Estimated level of effort for PMA on Task 124 Wastewater Collection System is 240 hours total*

- ***Wastewater Treatment Facility Conceptual Design***

- ***CONSULTANT will prepare conceptual designs and layouts for process units, prepare conceptual site plans showing yard piping, storm drainage and roadways, preliminary hydraulic profile, and will share with SUBCONSULTANT all budget pricing obtained from process vendors during design preparation. SUBCONSULTANT will prepare draft and final versions of AACE Class 5 Engineer's Opinions of Probable Construction Costs (EOPCC) for the conceptual plant design.***

  - SUBCONSULTANT will prepare "Class 5" EOPCC per *Recommended Practice 18R-97 Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, by AACE International, August 2020 Version. Class 5 estimates are generally prepared based on limited information and subsequently have a fairly wide range of accuracy. Typically, engineering is from 1 percent to 15 percent complete. Class 5 cost estimates are estimates made without detailed engineering data. An estimate of this type is normally used for budgetary and planning purposes and used for the screening of alternative concepts. The expected accuracy range for Class 5 estimates is between -50% to +100%.
  - SUBCONSULTANT will be assisted with quantity takeoffs from the RIBS subconsultants on the RIBS work scope.
    - *Estimated level of effort for PMA on Task 124 Wastewater Treatment Facility Conceptual Plant Design is 320 hours total.*

PMA Consultants

Duration and Compensation

The anticipated scope of services is expected to extend over a 12-month period.

The above task breakdown provides the estimated hours and PMA's fees for the individual tasks described above. The fee for the above tasks during the stipulated design phase of the project is based on a combined rate of $166.00 per hour.

Task hours shown above represent budgeted hours only. PMA will not be held to individual task hours/amounts as long as the total amount for all tasks awarded to PMA is not exceeded.

Our total fee for our work assignment will be $92,960.00. Fee breakout table below:

Task	*hours*	*Proposed Fee*
Collection Systems Transmission Routing Alternatives EOPCC	*160*	*$26,560.00*
Net Present Worth Analysis	*80*	*$13,280.00*
Wastewater Treatment Facility EOPCC	*320*	*$53,120.00*
Totals	*600*	*$92,960.00*

PMA Invoicing Policy

Invoices shall be due upon receipt and shall be payable to PMA within thirty (30) calendar days after receipt of invoice. Invoices will be sent electronically to the client's designated party. Hard copies of invoices will be mailed to the client upon request.

Invoicing and billing shall be on a time-incurred and expense-incurred basis. The above tables represent estimates only for anticipated professional fees and costs; to the extent any monthly or

quarterly estimate is anticipated to substantially exceed projected amounts, PMA Consultants shall notify Carollo and explain the basis for the deviation. PMA project assigned personnel shall accurately record their time on a daily basis, which shall be consolidated on a monthly basis for purposes of invoicing. Time sheets shall be accompanied by a short description of work performed in relation to the time incurred. Expenses shall be supported by documentation and available upon request.

Payment to PMA is in no way conditioned upon client's receipt of payment from any third party or source. Please remit monthly payments to PMA electronically according to our established protocol.

PMA reserves the right to suspend services for invoices greater than 30 days outstanding without payment. Interest charges (accrued at a compounded rate of 1% per month) shall apply to invoices greater than 45 days outstanding without payment. Questions or clarifications concerning any invoice or contract issues may be referred to Ms. Samantha Zeisler by phone at 734.418.7897.

PMA will proceed with this effort after receipt of written Authorization to Proceed.

We look forward to the opportunity to collaborate with Carollo Engineers and Polk County on the East Regional Wastewater Facilities Project. Should you have any questions or concerns, or simply wish to discuss any aspect of this proposal, please feel free to contact me at (407) 230-4786 or via email at kvanderjagt@pmaconsultants.com.

Sincerely,

Ken VanderJagt, PE, CEP, PMP

Director

PMA Consultants

EST. 1971

cc: *PMA FILE*
Fernando Villanueva
Eduardo Nazario
Rick Johnson
Kim Varghese

Carollo Engineers
Conceptual Design for ERUSA WWTF RIBs
Scope of Services

Background

Polk County Utilities (PCU) desires to expand wastewater services in the East Regional Utility Service Area (ERUSA). Infrastructure improvements were recommended in the 2023 ERUSA Master Plan Update (Dewberry Engineers, 2024). PCU is the process of purchasing a 148.6-acre site along Masterpiece Road for locating a new greenfield wastewater treatment facility (WWTF) and associated rapid infiltration basins (RIBS) for effluent disposal. To support PCU's planning and conceptual design efforts, Royal Consulting Services, Inc. (RCS) previously prepared the *Rapid Infiltration Basin Preliminary Analysis Report* (RCS, 2025), which consolidated regional and site-specific hydrologic, hydrogeologic, and geotechnical information and included a preliminary groundwater mounding analysis for the proposed RIB site.

PCU has directed Carollo Engineers (Carollo) to prepare a scope of services for preparing a conceptual design report that will form a planning level document for the proposed WWTF and associated wastewater collection system transmission system modifications, including planning level design criteria, conceptual level site layouts and wastewater transmission routing analysis and construction cost estimates. Carollo has asked RCS to provide engineering consulting services in support of the RIB design component, including developing conceptual layouts, refining the preliminary mounding evaluation, planning-level design criteria, and an opinion of probable construction cost for the RIB system. This conceptual design effort will build upon the previously completed report by RCS.

Scope of Services

Upon authorization from Carollo, RCS will provide the following identified services, confirming that all design, bid, and construction documents produced for the County are consistent with PCU Standards and Specifications Manual, latest edition, and other County requirements.

Task 110 Project Management and Quality Assurance/Control

RCS will provide project management and quality assurance/quality control services associated solely with the RIB design component of the ERUSA WWTF conceptual design project. Project management activities include internal coordination, communication with Carollo, schedule tracking for RCS tasks, meeting preparation, and senior-level QA/QC review of deliverables. A six-month (24-week) level of effort is assumed for completion of the RIB conceptual design tasks.

Task 111 Progress Reports

RCS will provide Carollo with monthly progress reports that identify what work included in this scope of services has been performed during the month and an itemized listing of work anticipated to be complete in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

Deliverables: Monthly Progress Reports.

Task 112 Maintain Schedule, Action Item Logs, and Decision Logs

RCS will develop and maintain a project schedule for the management of the RIB conceptual design services. Each task identified in this scope of work will be included in the project schedule. The project schedule will be updated monthly and delivered to Carollo as part of the monthly progress payment request.

RCS will create and maintain throughout the project an Action Item Log and a Decision Log. These logs will be routinely updated and provided to Carollo with the monthly report and progress payment request.

Deliverables: Project Schedule and Action and Decision Logs.

Task 113 Project Meetings

RCS will participate in meetings and ongoing coordination with Carollo and/or Polk County related to the RIB conceptual design component. RCS will prepare a summary of RCS-specific action items and distribute it within five (5) working days of each meeting, contingent upon timely receipt of meeting materials from Carollo.

Meetings anticipated under this task include:

- One kick-off meeting (WWTF)
- One kick-off meeting (Wastewater Collection System Transmission System Routing Analysis)
- Five coordination/status meetings (as needed)
- One draft report review meeting

In addition to scheduled meetings, RCS will provide ongoing technical coordination with Carollo's WWTF process design team and the wastewater collection system transmission routing team. This coordination will ensure consistency between RIB conceptual design assumptions, WWTF process requirements, and site layout constraints. Coordination activities may include email correspondence, technical clarifications, brief coordination calls, and review of process assumptions that affect RIB loading or distribution needs. This task is limited to RIB-specific coordination and does not include management of other subconsultants or development of WWTF process design.

Deliverables:

- RCS action item summaries for each meeting
- Meeting minutes
- Technical coordination responses and follow-up communication related to RIB design integration

Task 120 Conceptual Design Phase Services

RCS will perform the following tasks as part of the RIB conceptual design services. RCS will prepare a conceptual design report for the RIBs associated with the new ERUSA WWTF. Please note the following items are **not included** in the RCS scope of services for the RIB conceptual design phase:

1. Geotechnical field investigations, laboratory testing, or development of geotechnical recommendations.

2. Surveying, topographic data collection, or boundary determination.
3. Development of new regional groundwater models; RCS will only refine the previously developed Focused Telescopic Mesh Refinement (FTMR) model.
4. Structural design, electrical design, or detailed SCADA/instrumentation design.
5. Preparation of permit applications or coordination with regulatory agencies beyond conceptual-level technical support.
6. Detailed construction specifications or final design drawings.
7. Environmental assessments, wetland delineations, or ecological surveys.
8. Public meetings, presentations, or stakeholder engagement support unless specifically authorized.

Task 123 Wastewater Treatment Facility Conceptual Design

The proposed WWTF will include on-site RIBs for effluent disposal. RCS will develop conceptual-level RIB layout alternatives (up to two configurations) that evaluate basin sizing, footprint geometry, infiltration performance, and operational considerations. Conceptual layouts will be developed using topographic, survey, and background data provided by Carollo.

The conceptual RIB configurations will address:

- Proposed RIB cell footprints, number of basins, and basin geometry
- Conceptual perimeter berm locations and typical sections
- Effluent conveyance and distribution piping corridors
- Anticipated hydraulic loading rates, basin cycling/rotation strategy, and infiltration assumptions based on site conditions
- Access, buffer, and setback requirements consistent with FDEP Chapter 62-610
- Integration with overall WWTF site planning as directed by Carollo
- Conceptual-level identification of instrumentation and control needs (e.g., level monitoring, flow distribution); detailed electrical or SCADA design is excluded

RCS will refine the previously developed FTMR MODFLOW model to evaluate groundwater mounding beneath the conceptual RIB configurations. Modeling refinements may include:

- Updated basin footprints and loading distributions based on conceptual configurations
- Revised stress periods and loading scenarios consistent with the conceptual design
- Updated boundary conditions, if needed, based on Carollo-provided data

The refined modeling will assess predicted mound elevations, extent, and compliance with setback and daylighting requirements and will inform the conceptual design recommendations documented in the Conceptual Design Report (CDR). No redevelopment, recalibration, or expansion of the regional ECFTX2 model is included.

RCS will coordinate with Carollo's process design and site layout teams to ensure the conceptual RIB designs and mounding model refinements remain consistent with WWTF process assumptions and effluent routing requirements.

Task 124 Conceptual Design Report

RCS will prepare a CDR for the RIB system associated with the new ERUSA WWTF that will compile the conceptual layouts developed under Task 123, summarize key design assumptions, present the results of refined groundwater mounding modeling, and provide planning-level recommendations for RIB sizing and configuration.

The CDR will include the following components:

1. Summary of Basis of Design

- Description of project background and site conditions
- Summary of relevant findings from the RCS' *Rapid Infiltration Basin Preliminary Analysis Report* (RCS, October 2025)
- Assumptions regarding effluent quality, flow, loading cycles, setbacks, and operational considerations
- Applicable regulatory considerations under FDEP Chapter 62-610

2. Conceptual RIB Layout(s)

- Up to two conceptual RIB configurations, including basin footprints, proposed berm locations, and internal layout
- Conceptual distribution piping routes and operational rotation scheme
- Preliminary infiltration and loading assumptions

3. Groundwater Mounding Modeling Evaluation

- Predicted groundwater mound elevations and extent
- Comparison of water table elevations to site topography
- Interpretation of potential impacts to adjacent wetlands and Lake Pierce
- Assessment of compliance with setback requirements and absence of daylighting

4. Engineer's Opinion of Probable Cost (OPCC) - Support

RCS will support PMA in prepare a planning-level OPCC for the conceptual RIB system, including:

- Earthwork and berm construction
- Splash pads and erosion protection
- Pipeline installation and distribution infrastructure
- Monitoring wells, instrumentation allowances, and site access
- Electrical/control allowances (conceptual only)

RCS will provide conceptual-level quantities to PMA. PMA to develop cost opinion.

A draft CDR review workshop (see Task 113) will be conducted with Carollo and the client. Carollo and PCU will provide written comments to RCS. RCS will record the meeting minutes, and all comments received will be responded to in writing. The final CDR will be submitted to Carollo after addressing the comments and will include a recommendation for the new WWTF RIBs.

Deliverables: Conceptual Design, including:

- Draft CDR - Three paper copies of the Draft CDR will be provided. Electronic copy will be provided in PDF format.
- Draft CDR review meeting minutes (PDF copy).
- Written responses to CDR review comments in PDF format.

Final CDR - Three paper copies of the Final CDR will be provided. Electronic copy will be provided in PDF format.

Schedule

The anticipated schedule it provided below. This schedule is dependent upon timely coordination with and receipt of information from Carollo and/or Polk County.

Task No.	Description	Expected Completion (Months from NTP)
110	Project Management and Quality Assurance/Control	
111	Progress Reports	6
112	Maintain Schedule, Action Item Logs, Decision Logs	6
113	Project Meetings	6
120	Conceptual Design Services	
123	Wastewater Treatment Facility Conceptual Design	4
124	Conceptual Design Report	5

Budget

The cost to perform the services described herein is estimated to not exceed $56,275. Please see the summary provided below and the detailed breakdown attached. RCS will bill monthly on a time-and-materials basis, by task, in accordance with the attached billing rates.

Task No.	Description	Not-to-Exceed Cost
110	Project Management and Quality Assurance/Control	
111	Progress Reports	$4,195
112	Maintain Schedule, Action Item Logs, Decision Logs	$3,875
113	Project Meetings	$7,755
120	Conceptual Design Services	
123	Wastewater Treatment Facility Conceptual Design	$27,760
124	Conceptual Design Report	$12,690
	Total	$56,275

Project Name: Polk County Utilities Rapid Infiltration Basin Conceptual Design

Task #	Task Description	Officer $300.00 hr		Associate $275.00 hr		Principal $240.00 hr		Professional III $185.00 hr		Staff Support II $150.00 hr		Senior Administration $125.00 hr		Other Direct Costs	Labor Costs	Total Costs
		Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	$	Hours	$	$
110	**Project Management and Quality Assurance/Control**	11	$3,300.00	12	$3,300.00	21	$5,040.00	0	$0.00	15	$2,250.00	7	$875.00	$1,060.00	66	$14,765.00	$15,825.00
111	Progress Reports (6 Months)	3	$900.00	3	$825.00	6	$1,440.00	0	$0.00	0	$0.00	1	$750.00	$280.00	18	$3,915.00	$4,195.00
112	Maintain Schedule, Action Item Logs, and Decision Logs	3	$900.00	3	$825.00	6	$1,440.00	0	$0.00	3	$450.00	0	$0.00	$260.00	15	$3,615.00	$3,875.00
113	Project Meetings	5	$1,500.00	6	$1,650.00	9	$2,160.00	0	$0.00	12	$1,800.00	1	$125.00	$520.00	33	$7,235.00	$7,755.00
	Kickoff Meeting (WWTF) - 1hr	1	*$300.00*	1	*$275.00*	1	*$240.00*	0	*$0.00*	2	*$300.00*	0	*$0.00*	*$80.00*	5	*$1,115.00*	*$1,195.00*
	Kickoff Meeting (Transmission) - 1 hr	1	*$300.00*	1	*$275.00*	1	*$240.00*	0	*$0.00*	2	*$300.00*	0	*$0.00*	*$80.00*	5	*$1,115.00*	*$1,195.00*
	Flow Coordination/Status Meetings - 0.5 hr	2	*$600.00*	3	*$825.00*	5	*$1,200.00*	0	*$0.00*	6	*$900.00*	1	*$125.00*	*$260.00*	17	*$3,650.00*	*$3,910.00*
	Draft Report Review Meeting - 1hr	1	*$300.00*	1	*$275.00*	2	*$480.00*	0	*$0.00*	2	*$300.00*	0	*$0.00*	*$100.00*	6	*$1,355.00*	*$1,455.00*
120	**Conceptual Design Phase Services**	6	$1,800.00	52	$14,300.00	56	$13,440.00	12	$2,220.00	35	$5,250.00	6	$750.00	$2,690.00	167	$37,760.00	$40,450.00
123	Wastewater Treatment Facility Conceptual Design	2	$600.00	40	$11,000.00	40	$9,600.00	8	$1,480.00	20	$3,000.00	2	$250.00	$1,830.00	112	$25,930.00	$27,760.00
	RIB Design	1	*$300.00*	40	*$11,000.00*	20	*$4,800.00*	0	*$0.00*	20	*$3,000.00*	2	*$250.00*	*$1,360.00*	83	*$19,350.00*	*$20,710.00*
	Groundwater Modeling	1	*$300.00*	0	*$0.00*	20	*$4,800.00*	8	*$1,480.00*	0	*$0.00*	0	*$0.00*	*$470.00*	29	*$6,580.00*	*$7,050.00*
124	Conceptual Design Report	4	$1,200.00	12	$3,300.00	16	$3,840.00	4	$740.00	15	$2,250.00	4	$500.00	$860.00	55	$11,830.00	$12,690.00
	Summary of Basis of Design	1	*$300.00*	4	*$1,100.00*	4	*$960.00*	0	*$0.00*	1	*$150.00*	0	*$0.00*	*$180.00*	10	*$2,510.00*	*$2,690.00*
	Conceptual RIB Layout	0	*$0.00*	2	*$550.00*	0	*$0.00*	0	*$0.00*	8	*$1,200.00*	0	*$0.00*	*$130.00*	10	*$1,750.00*	*$1,880.00*
	Groundwater Mounding Evaluation	1	*$300.00*	0	*$0.00*	8	*$1,920.00*	4	*$740.00*	0	*$0.00*	2	*$250.00*	*$230.00*	15	*$3,210.00*	*$3,440.00*
	Engineer's Opinion of Probable Cost - Support	1	*$300.00*	4	*$1,100.00*	2	*$480.00*	0	*$0.00*	2	*$300.00*	2	*$250.00*	*$180.00*	11	*$2,430.00*	*$2,610.00*
	Response to CDR Comments and CDR Final Revisions	1	*$300.00*	2	*$550.00*	2	*$480.00*	0	*$0.00*	4	*$600.00*	0	*$0.00*	*$140.00*	9	*$1,930.00*	*$2,070.00*
	Total Hours	17	$ 5,100.00	64	$ 17,600.00	77	$ 18,480.00	12	$ 2,220.00	50	$ 7,500.00	13	$ 1,625.00	$ 3,750.00	233	$ 52,525.00	$ 56,275.00

Agenda Item G.3. 4/21/2026

SUBJECT

Approve budget amendment and budget transfer from the General Fund Reserve for Budget Stabilization to General County Administration operating budget for the Commission Boardroom audio-visual equipment upgrade project ($207,000 one-time transfer)

DESCRIPTION

On February 17, 2026, the Board approved a piggyback agreement with AVI-SPL, LLC to provide audio-visual equipment, accessories, and services totaling approximately $2,000,000 annually through October 1, 2030.

One of the two projects slated for commencement upon execution of the agreement is an audio-visual equipment upgrade to the Commission Board Room at a total cost of roughly $207,000. The other project is already budgeted within the Utilities CIP.

This project was not anticipated during the FY 25/26 budget development process, so a transfer from reserves is needed to establish budget within the General Fund.

RECOMMENDATION

Approve budget amendment and budget transfer from the General Fund Reserve for Budget Stabilization to the General County Administration operating budget within the General Fund for the Commission Boardroom audio-visual equipment upgrade.

FISCAL IMPACT

Funds are available for transfer in the General Fund Reserve for Budget Stabilization.

CONTACT INFORMATION

Christia Johnson

Budget & Management Services Director

christiajohnson@polkfl.gov <mailto:christiajohnson@polkfl.gov>
863-534-5985

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	4/6/2026
Parent Fund	General Fund
Department/Division	Communications
BoCC Date	4/21/2026

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 207,000	00101	010000001	5998300	0000000	00	0000000
	$						
TOTAL	$ 207,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 207,000	00101	010519999	5359000	0000000	00	0000000
TOTAL	$ 207,000						

JUSTIFICATION (attach additional back-up as necessary)

Transfer $207,000 from the General Fund Reserve for Budget Stabilization to General County Administration operating budget for BoCC Boardroom audio and visual equipment upgrade. Work to be completed by AVI-SPL, LLC.

Department/Division Director

Recommended or not recommended by Christie Johnson (Budget & Management Services) 4/7/26 (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

Review Budgetary Control Balances

Done

Control Budget	BoCC Budget	**BOCC GL FUND**	00101	**BOCC GL PROJECT**	All BOCC GL PROJECT Values
Currency	USD	**BOCC GL COST CENTER**	010000001	**BOCC GL AREA**	All BOCC GL AREA Values
Budget Period	YEAR-26 - YEAR-26	**BOCC GL ACCOUNT**	5998300	**BOCC GL TBD**	All BOCC GL TBD Values

Budget Balances

View **Detach** **Wrap**

BOCC GL FUND	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Budget Period	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption
00101	010000001	5998300	0000000	00	0000000	YEAR-26	44,349,542.00	0.00	0.00	0.00	0.00	0.00
Total							**44,349,542.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Proposal Prepared For

Polk County Board of County Commissioners

Polk County Commission Chambers Upgrade








AVI SPL®

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Prepared by: Bill Strupp
Bill.Strupp@avispl.com

Proposal no: 497998-4

Thank you for the opportunity to provide this proposal.

We're excited to work with you.

At AVI-SPL, our goal is to empower meaningful communication and collaboration. By understanding your needs and applying our expertise, we help you improve the user experience of your collaboration systems – anywhere in the world.

Here's how we do it.

Like you, we take a holistic approach. No matter where you are on your journey to plan, deploy, and operate your optimal collaboration environment, we can guide and support you. Together, we'll achieve a new state of working together and manage the full lifecycle of the technology powering it.

And here's why.

As a digital enablement solutions provider, we transform how people and technology connect to elevate experiences, create new value, and enable organizations such as yours to thrive and grow. Our vision – to help your teams work smarter and live better.



> "At AVI-SPL, our goal is to empower meaningful communication and collaboration.

We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:

Commitment
A partner **committed** to your success and making a positive impact on your organization and our world

Expertise
Expertise you can trust to guide your digital transformation and realize your business objectives

Proven Record
A **proven** track record of supporting deployment and managed services in-country, wherever needed

Global Reach
Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world

Customer Experience
World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology

Analytics
Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

Our Integration Process



World-class approach to defining client needs and delivering with consistent approach to execution.

Detailed Operations Playbook = Consistent, High Quality Project Outcomes

- **Each step defined and documented:** based on AVI-SPL best practices & globally recognized standards
- **Standardized documents, forms & instructions:** a cadence for reporting & communications methods
- **Companywide adoption & training:** measurable deliverables
- **Full range of engagement types:** small & simple to large & complex
- **Continuous improvement:** CSAT/NPS focus w/ root cause analysis & action-oriented outcomes

AVI-SPL provides innovative solutions seamlessly integrated with simple but effective user experiences. To that end, AVI-SPL utilizes a five-step process to provide you with consistent communication and flawless execution from project conception to completion.

Phase I Initiate

- The initiate phase is critical to the success of both the solution implementation and post deployment services to ensure acclimation, adoption and continued use of the technology.
- During this phase, your project team is selected based on the size, scope and complexity of the solutions to be implemented. All details and information are successfully transitioned to the internal project team via a comprehensive kick-off meeting.
- External kick-off discussions are organized and conducted with your key stakeholders to formally discuss project parameters of scope, schedule and communication strategy along with any other key topics to ensure proper alignment. The output of these discussions initiates engineering finalization, equipment procurement & programming services.

Our Integration Process

Phase II Plan

- The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.
- Detailed communication plans are developed to provide your key stakeholders with project progress reporting to indicate status against the project schedule along with any identified risks.
- Acceptance test plan procedures are developed and communicated to ensure agreed upon scope and functionality requirements are achieved.

Phase III Execute

- During the execution phase, all engineering, programming, fabrication and on-site installation activities are completed in accordance with the agreed upon project scope and schedule.
- Daily progress reports are completed, sent back to our Project Management staff and consolidated into weekly progress reports that you will receive.
- Upon completion of on-site installation activities, test and commissioning takes place in accordance with the agreed upon test plan procedures to ensure fully functional solutions.
- Final inspection and walk-through of the project is conducted in coordination with your key stakeholders to administer acceptance of the deployed solutions.



Our Integration Process

Phase IV Monitor

- The monitor phase is ongoing throughout the entire project lifecycle.
- All project work activities are consistently reviewed to ensure alignment with the approved schedule and milestones, adjusting resource planning as required. All changes to scope, schedule and budget are closely controlled to eliminate or minimize change management.
- Quality assurance is adhered to through checks and balances along with consistent testing at specified intervals in the project lifecycle. Risk management plans are constantly reviewed, and risk mitigation strategies deployed to ensure scope and schedule remain on track.
- External reporting is critical to this phase to align your key stakeholders to both internal and on-site status of our progress.

Phase V Close

- The final phase is focused on completion of all contractual and operational activities to obtain sign-off for the completed project. This includes demonstration and training on use of the installed solutions.
- All final project documentation for future warranty and service work is gathered and submitted to your key stakeholders as well as to our internal service team for onboarding purposes.
- Automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys are deployed to obtain your feedback regarding our performance and leveraged as part of our continuous improvement practice.



Global Support and Maintenance





AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL holidays.

AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview

AVI-SPL is offering a solutions package designed to maximize Polk County Board of County Commissioner's investment in meeting and collaboration technology. To achieve this goal, AVI-SPL is utilizing industry best practices for system design and is deploying proven and reliable devices and services.

The following design(s) contain owner furnished equipment (OFE) at the request of the client. All OFE equipment is considered to be in full working order, meeting or exceeding the original manufacturer's specifications and currently supported by the manufacturer(s). This includes software, firmware and or operating system(s) required to interface with the supplied AVI-SPL system design.

All OFE devices are to be tested by AVI-SPL upon commencement of installation. Any and all defects, functional issues or equipment failures will be reported to client. Upon discovery of defects, it is the responsibility of the client that the OFE devices be repaired or replaced at additional cost to the client, not included in this scope of work.

In the instance that additional equipment is need or repairs are required, the installation may be delayed or stopped until the defective owner furnished equipment is deemed suitable for installation. All owner furnished equipment is not covered under the provided warranty, unless noted and recorded in a separate service agreement.

******Contained herein is a Rough Order of Magnitude (ROM) cost estimate that has been provided to enable initial planning for this proposed project. This ROM cost estimate is submitted to facilitate informal discussions in relation to this project and is NOT intended to commit AVI-SPL or its resources.******

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County Commission Boardroom

Design Narrative

AVI-SPL will provide a fully integrated platform for presentation, content sharing, and conferencing within the chamber. Ceiling-mounted displays and distributed desktop monitors will ensure clear visibility of shared content for commissioners, clerks, presenters, and attendees. The system will support both wired and wireless source connectivity, including laptop inputs, document presentation, and owner-furnished devices, all routed through an IP-based video distribution network. A centralized digital signal processor will manage all audio sources, speech reinforcement, and conferencing functions, utilizing existing infrastructure where feasible and supporting multiple audio zones throughout the facility.

** Please see the "**Environmental Considerations**" and "**Customer Responsibilities**" sections of this document for required room properties and deployment best practices. **

Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

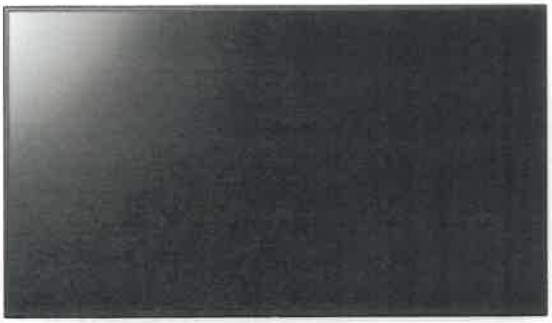
Display(s)

Large format display devices will be integrated into the system:

- Four (4), 85" flat panel display(s) for displaying video content within the space.
    - Display(s) will be ceiling-mounted at designated locations, replacing the existing monitors.









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- Two (2), 75" flat panel display(s) for displaying video content within the space.
    - Display(s) will be ceiling-mounted at designated locations, replacing the existing monitors.




- One (1) 55" flat panel display(s) for displaying video content within the space.
    - Display will be mounted to a low profile, rolling monitor cart.




Monitor display devices will be integrated into the system:

- Six (6), 22" monitors will be mounted at the dais to provide commissioners with direct viewing of displayed content.
- Eleven (11) OFE monitors will be mounted along with the content monitors facilitating viewing an OFE source.
    - Monitors will be configured for shared use among commissioners.
        - Five (5) Triple monitor mounts and one (1) dual monitor mount will be provided and installed to facilitate ergonomic positioning and secure mounting of multiple desktop displays at each designated workstation



- Two (2), 22" monitors will be mounted at "Clerk's Desks - 1" and
    - Two (2) clerk's desks – Four (5) displays total



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- Four (4), 22" monitors will be mounted at each "Front Row" desk
    - Two (2) desks – Eight (8) displays total



- One (1), 22" monitors will be mounted at:
    - Presentation Desk
    - Court Reporter Desk
    - Two (2) displays total



- One (1), 22" monitor with monitor arm will be mounted at:
    - Podium



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Source Equipment and Interfaces

The following sources will facilitate end user laptop connections:

- One (1) HDMI connection(s) located at the presentation table for auxiliary device connectivity.

The following source devices will be integrated into the system:

- An AirMedia, located in the equipment rack.
- A document camera, located at the presentation desk





The following owner furnished source devices will be integrated into the system:

- A dedicated PC with HDMI output, located in the equipment rack.
- An OFE broadcast feed with HDMI output, located in the control room

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Routing and Switching

The following video routing and switching devices will be integrated into the system:

- An IP-based video distribution system that will route all video sources throughout the system.
    - AVI-SPL will provide and install the network to handle all video routing and device communication.





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Audio

The following audio devices will be integrated into the system:

- A digital signal processor (DSP) will support all audio sources. All microphones used for conferencing shall utilize a dedicated acoustical echo canceling (AEC) channel per microphone element in the DSP. See the Conferencing section for more detailed information regarding audio or video conferencing.



  - Inputs will include:
    - OFE Wireless microphone
    - Wired microphone conferencing system
    - Program Audio
  - Outputs will include:
    - Two (2) OFE wired press plates with Four (4) XLR each
      - Existing wiring will be reused
    - Eight (8) outputs to speaker zones
      - Existing wiring will be reused
- The installed audio processor (DSP) will be used as an audio-conferencing system capable of dialing phone calls using a Customer provided POTS phone line.
- Microphones will support conferencing and other system features. The following microphone(s) will be used to provide speech audio to conference calls. The microphone(s) will support local voice reinforcement within the room.
  - One (1) OFE wireless microphone(s).
  - Twenty-two (27) wired discussion units with Gooseneck microphones. The microphone(s) will be black in color.
    - The following microphones will be wired
      - Eleven (11) – Dais
      - One (1) – Court Reporter
      - Five (5) – Clerks
      - Eight (8) - Front Row
      - One (1) - Presentation Station
      - One (1) – Podium microphone
    - Five (5) microphone cable extenders are included for any runs greater than 30'

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- OFE ceiling speakers will support playback of program and conferencing audio. The existing amplifiers will be replaced and support several zones. These zones will be included:
    - Chamber's audience
    - Chamber's waiting room
    - Two (2) bathrooms
    - Two (2) monitors in main lobby

Conferencing

The following conferencing devices will be integrated into the system:

- USB audio and video connections will facilitate Bring Your Own Device (BYOD) conferencing for a dedicated owner furnished room PC. The signals for these devices will be connected to a USB hub that accepts USB 2.0 to provide a single USB connection to the user.
    - Audio for BYOD conferencing will utilize the audio DSP's USB output.

Equipment Rack and Accessories

Equipment will be installed in the following locations:

- An OFE equipment rack will be shared with other customer IT hardware.
    - AVI-SPL shall provide the required minimum rack units needed to hold all equipment.
    - A power conditioner or surge protector will be installed in the A/V rack to protect all racked A/V equipment.

Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the Software Integration section for more detailed information about system control.

- The control processor will be located in the equipment rack.

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- Two (2) wired touch screen interface with a 10" screen size will be in a TBD location. The touch screen will be black in color.
- One (1) wired touch screen interface with a 5" screen size will be located at the Dais. The touch screen will be black in color.
    - The Control System Programming will include:
        - System On/Off
        - Video Routing of 5 Input Sources:
            - Aux HDMI
            - PC
            - AirMedia
            - Broadcast Feed
            - Doc Cam
        - Volume Control of six (6) audio zones:
            - Chamber's audience
            - Chamber's waiting room
            - Two (2) bathrooms
            - Two (2) monitors in main lobby
        - Audio Teleconferencing Functionality

Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization and an enhanced meeting experience.

User Experience

Developing a unique system based upon the end users' needs and an understanding of how the space will be utilized has led AVI-SPL to identify three styles of user and room interactions: Autopilot, Co-Pilot, and Pilot. These styles range from the user who wants to use technology transparently, to the person who wants to control every aspect of collaboration. Based on the design requirements, AVI-SPL has selected the following user experience for this room:

Pilot

This is a fully user driven room experience. User interaction is required for most system features, and a user interface is required. Automation in this experience is minimal, and typically limited to core events to shut down the room to reduce power consumption and preserve equipment life. Use and function for this experience commonly includes spaces designed for mixed use, training rooms, and control rooms.

The goal of this automation level is for end users to be in control. The user will direct the room when to present, dial a call, and control a device.

For more specific information about the chosen automation design and use cases, please refer to the User Experiences section of the *AVI-SPL Programming Functionality Statements* document.

User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
    - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.

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- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with Polk County identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements. The following network design is being followed for this project:

Hybrid AV/Client Network

Hardware that does not require integration to the client network can be completely isolated from the client network.

- The control system, touch panel, and audio video transport devices that carry Ethernet control reside in their own wired network.
- Hardware that requires integration with the owner network will be connected directly to the owner network. Examples: control system for monitoring, video conference codec, 3rd party SIP device.
- Systems for monitoring, control, scheduling, and other, is provided by services residing in the "Cloud", external to the owner's network. In this type of deployment data will need to traverse the owner network.

** Please see the "**Customer Responsibilities**" and "**Software Licenses and Service Accounts**" sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the "**AVI-SPL Network and Security**" addendum to this document. **

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

Installations are scheduled to occur during standard business hours (Monday to Friday, 9 AM to 5 PM). Any work required outside these hours, including evenings or weekends, will necessitate a change order and incur additional charges.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.

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- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room

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(glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.

- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

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Room Summary - Commissioners Chambers AT Wired

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		AUDIO			
		Wireless Discussion System			
AUDIO-TECHNICA	AUDATLKEXT25	CABLE EXTENDER, A-T LINK MINI, RJ-45 PORTS Omnia Partners (52161500-24-OMNIA-ACS-TX) List: $360 Discount: 5%	5	$294.48	$1,472.40
AUDIO-TECHNICA	AUDATUCIRCUDAN	CONTROL UNIT WITH DANTE Omnia Partners (52161500-24-OMNIA-ACS-TX) List $5449 Discount: 5%	1	$4,597.60	$4,597.60
AUDIO-TECHNICA	AUDATUC50DUA	DISCUSSION UNIT FOR ATUC-50 DIGITAL DISCUSSION SYSTEM Omnia Partners (52161500-24-OMNIA-ACS-TX) List $449 Discount: 5%	27	$378.85	$10,228.95
AUDIO-TECHNICA	AUDATUCM43H	MICROPHONE, GOOSENECK ATUC-50 DIGITAL DISCUSSION SYSTEM Omnia Partners (52161500-24-OMNIA-ACS-TX) List $155 Discount: 5%	27	$130.79	$3,531.33
AUDIO-TECHNICA	AUDATUC50DUA	DISCUSSION UNIT FOR ATUC-50 DIGITAL DISCUSSION SYSTEM Omnia Partners (52161500-24-OMNIA-ACS-TX) List $449 Discount: 5%	6	$378.85	$2,273.10
AUDIO-TECHNICA	AUDATUCM43H	MICROPHONE, GOOSENECK ATUC-50 DIGITAL DISCUSSION SYSTEM Omnia Partners (52161500-24-OMNIA-ACS-TX) List $155 Discount: 5%	6	$130.79	$784.74
QSC	QSCCORE24FBUNDLE	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH Omnia Partners (52161500-24-OMNIA-ACS-TX) List $5400 Discount: 20%	1	$4,050.00	$4,050.00
QSC	QSCQIOL4O	NETWORK AUDIO EXPANDER, 4 LINE OUTPUTS Omnia Partners (52161500-24-OMNIA-ACS-TX) List $600 Discount: 20%	2	$450.00	$900.00
QSC	QSCCXQ4K8	AMPLIFIER, 8 CHANNEL 500W Q-SYS NETWORKED, LO-Z, 70V, 100V Omnia Partners (52161500-24-OMNIA-ACS-TX)	1	$4,672.50	$4,672.50

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		List $6230 Discount: 20%			
		DISPLAYS			
		Dais Displays			
DELL COMPUTERS	DELDELLP2225H	LCD, 22" 1080P 250NIT 6 LBS LED 1500:1 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: 5%	7	$169.21	$1,184.47
ERGOTRON, INC.	ERG98734292	ACCESSORY, LX PRO DISPLAY ARM EXPANSION KIT WCB Open Market	5	$228.44	$1,142.20
ERGOTRON, INC.	ERG45690292	ARM, LX PRO DUAL DISPLAY, STACKING, WCB Open Market	5	$465.50	$2,327.50
ERGOTRON, INC.	ERG98745292	ACCESSORY, SINGLE TO DUAL SIDE-BY-SIDE CONVERSION KET, LX PR Open Market	5	$46.30	$231.50
ERGOTRON, INC.	ERG45686292	MOUNT, LX PRO ARM DUAL DISPLAY DESK, WCB Open Market	1	$431.75	$431.75
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200 Discount: 45%	1	$660.00	$660.00
CRESTRON	CREHDDA44KZE	DISTRIBUTION AMP, 1 TO 4 HDMI W/4K60 4:4:4 & HDR SUPPORT Omnia Partners (52161500-24-OMNIA-ACS-TX) List $608 Discount: 45%	2	$334.40	$668.80
		Ceiling Mounted Displays			
SONY PRO B2B	SONFW85BZ35L	LCD, 85" 4K/UHD 550NIT 99 LB 6000:1 SPKRS HDR 24/7 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $4375 Discount: 20%	4	$3,500.00	$14,000.00
CHIEF	CHIXCB1U	MOUNT, EXTRA LARGE, B2B CEILING Open Market	2	$1,036.73	$2,073.46
SONY PRO B2B	SONFW75BZ35L	LCD, 75" 4K/UHD 550NIT 32LB IPS 400K:1 CONTRAST LED SPKS Omnia Partners (52161500-24-OMNIA-ACS-TX) List $2720 Discount: 20%	2	$2,176.00	$4,352.00
CHIEF	CHILCM1U	MOUNT, SINGLE CEILING, LARGE - BLACK Open Market	2	$382.24	$764.48
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200	6	$660.00	$3,960.00

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		Discount: 45%			
CHIEF	CHICMA110	8" CEILING PLATE - BLACK Open Market	4	$29.76	$119.04
CHIEF	CHICMS0507	EXTENSION ADJUST COLUMN 60" - 84" - BLACK Open Market	4	$175.69	$702.76
		Podium Monitor			
DELL COMPUTERS	DELDELLP2225H	LCD, 22" 1080P 250NIT 6 LBS LED 1500:1 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: 5%	1	$169.21	$169.21
ERGOTRON, INC.	ERG45241224	MOUNT, LX DESK MONITOR ARM Open Market	1	$243.40	$243.40
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200 Discount: 45%	1	$705.88	$705.88
		Front Row Consoles			
DELL COMPUTERS	DELDELLP2225H	LCD, 22" 1080P 250NIT 6 LBS LED 1500:1 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: 5%	8	$169.21	$1,353.68
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200 Discount: 45%	2	$750.00	$1,500.00
CRESTRON	CREHDDA44KZE	DISTRIBUTION AMP, 1 TO 4 HDMI W/4K60 4:4:4 & HDR SUPPORT Omnia Partners (52161500-24-OMNIA-ACS-TX) List $442 Discount: 45%	2	$380.00	$760.00
		Court Reporter and Presentation Desk Displays			
DELL COMPUTERS	DELDELLP2225H	LCD, 22" 1080P 250NIT 6 LBS LED 1500:1 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: %	2	$169.21	$338.42
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: %	2	$750.00	$1,500.00
		Clerk's Desks			

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Mfg	Model	Description	Qty	Unit Price	Extended Price
DELL COMPUTERS	DELDELLP2225H	LCD, 22" 1080P 250NIT 6 LBS LED 1500:1 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: 5%	5	$169.21	$846.05
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200 Discount: 45%	2	$660.00	$1,320.00
CRESTRON	CREHDDA24KZE	DISTRIBUTION AMP, 1:2 HDMI W/4K60 4:4:4 & HDR SUPPORT Omnia Partners (52161500-24-OMNIA-ACS-TX) List $442 Discount: 45%	1	$243.10	$243.10
CRESTRON	CREHDDA44KZE	DISTRIBUTION AMP, 1 TO 4 HDMI W/4K60 4:4:4 & HDR SUPPORT Omnia Partners (52161500-24-OMNIA-ACS-TX) List $442 Discount: 45%	1	$380.00	$380.00
		Cart			
SONY PRO B2B	SONFW55BZ35L	LCD, 55" 4K/UHD 550NIT 35LB 400K:1 SMART LED 24/7 Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1255 Discount: 20%	1	$1,004.00	$1,004.00
CHIEF	CHIMFQUB	STAND/CART, 2' MFP MOBILE (BLACK) Open Market	1	$731.74	$731.74
CRESTRON	CREDMNVXD200	DECODER, DM NVX 4K60 4:2:0 W/ SCALER, NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1200 Discount: 45%	1	$660.00	$660.00
		VIDEO SOURCES			
CRESTRON	CREAM3200WF	PRESENTATION GATEWAY, AIRMEDIA SR 3 REC 200 W. W Omnia Partners (52161500-24-OMNIA-ACS-TX) List $2530 Discount: 45%	1	$1,391.50	$1,391.50
CRESTRON	CREAMTX3100	ADAPTER, CONNECT AIRMEDIA Omnia Partners (52161500-24-OMNIA-ACS-TX) List $800 Discount: 45%	1	$440.00	$440.00
ELMO MANUFACTURING	ELM1375	DOCUMENT CAMERA, PX-30E Omnia Partners (52161500-24-OMNIA-ACS-TX) List $4099 Discount: 5%	1	$2,587.06	$2,587.06
OFE	OFE	OPERATOR PC	1	$0.00	$0.00

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: %			
OFE	OFE	BROADCAST FEED Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: %	1	$0.00	$0.00
OFE	OFE	HDMI FEED AUX Omnia Partners (52161500-24-OMNIA-ACS-TX) List $ Discount: %	1	$0.00	$0.00
CRESTRON	CREDMNVXE20	ENCODER, DM NVX 4K60 4:2:0 NETWORK AV Omnia Partners (52161500-24-OMNIA-ACS-TX) List $990 Discount: 45%	5	$544.50	$2,722.50
		CONTROL			
CRESTRON	CRECP4N	CONTROL SYSTEM, 4 SERIES Omnia Partners (52161500-24-OMNIA-ACS-TX) List $3080 Discount: 45%	1	$1,694.00	$1,694.00
CRESTRON	CRETS770BS	TOUCH SCREEN, 7" TABLETOP, BLACK SMOOTH Omnia Partners (52161500-24-OMNIA-ACS-TX) List $1210 Discount: 45%	1	$1,302.19	$1,302.19
CRESTRON	CRETS1070BS	TOUCH SCREEN, 10.1" TABLETOP, BLACK SMOOTH Omnia Partners (52161500-24-OMNIA-ACS-TX) List $3268 Discount: 45%	2	$1,797.40	$3,594.80
NETGEAR	NETGSM4248PX100NAS	SWITCH, M4250 40G8XF POE PLUS MNGD SW Open Market	1	$2,850.60	$2,850.60
		Omnia Labor Rates			
		Omnia Partners 52161500-24-OMNIA-ACS-TX Project Engineer: $150 per hour Commissioning: $120 per hour Sr. Project Manager: $141.67 per hour Project Coordination: $96.67 per hour Programmer Level II: $150 per hour CAD: $86.67 per hour Installation Technician Level II: $95 per hour (Labor Total in Professional Services area)	0	$0.00	$0.00
				Subtotal	**$93,466.71**

Room Support and Maintenance

Elite Maintenance Services - Room; 36-months **$21,342.33**

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Investment Summary

Prepared For:	Stephen Barnes
	Polk County Board of County Commissioners **330 W Church Street** **Bartow, FL 33830-3760**

Prepared By:	**Bill Strupp**
Date Prepared:	**02/09/2026**
Proposal #:	**497998-4**
Valid Until:	**03/12/2026**

Total Equipment Cost **$103,097.97**

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services **$77,892.41**

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

Direct Costs **$0.00**

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative **$4,296.15**

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance **$21,342.33**

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	**$206,628.86**
Tax	**Exempt (*)**
Total	**$206,628.86**

*** Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: https://avispl.com/terms-of-use/

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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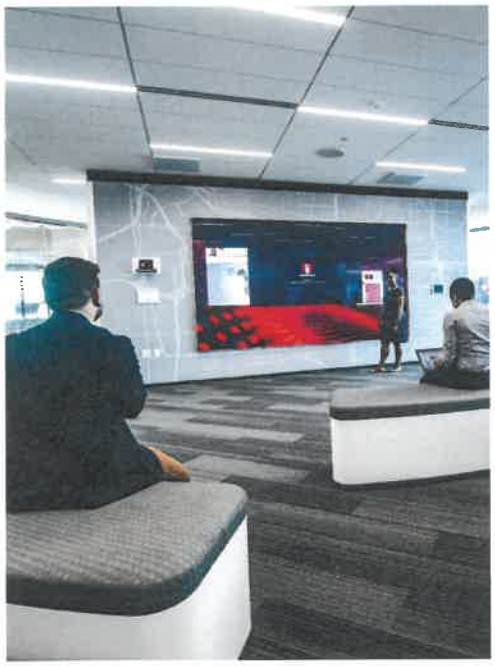
Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.





Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 20___. AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum. Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Agenda Item N.1. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCPAL 2026-1 OC Text) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment text amendment to modify the characteristics, location criteria and development criteria for the Office Center (OC) Future Land Use designation. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request modify policies under Objective 2.113-C Office Centers to add Personal Services as an allowable use, allow Office Centers adjacent to multiple non-residential Future Land Use designations and existing non-residential legally established development, remove a reference to Policy 2.404-A1, remove the limitations on offices within a two-mile radius, and remove development criteria regarding frontage on local roads.

State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval (Vote 7:0). This is the hearing to consider transmittal to the Florida Department of Commerce and the adoption hearing is scheduled for June 16, 2026, at 9:15 a.m.

RECOMMENDATION

Transmit

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Land Development
863-534-6484
chandabenentt@polkfl.gov <mailto:chandabenentt@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 12, 2026
Planning Commission Date:	April 1, 2026
BoCC Dates:	April 21, 2026, and June 16, 2026
Applicant:	Polk County Land Development Division
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAL-2026-1; Office Center Text Amendment CPA
Request:	Modify policies under Objective 2.113-C Office Centers to add Personal Services as an allowable use, allow Office Centers adjacent to multiple non-residential Future Land Use designations and existing non-residential legally established development, remove a reference to Policy 2.404-A1, remove the limitations on offices within a two-mile radius, and remove development criteria regarding frontage on local roads.
Location:	N/A
Property Owner:	N/A.
Parcel Size:	N/A
Development Area/Overlays:	N/A
Future Land Use:	N/A
Nearest Municipality	N/A
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Case Planner:	Chanda Bennett, AICP, Comprehensive Planning Administrator

The changes to the Comprehensive Plan Section 2.113-C are:
The request is a Comprehensive Plan text amendment as follows:

- Policy 2.113-C1 Characteristics - to add Personal Services;
- Policy 2.113-C3. b Location Criteria -to add more Future Land Use designations that Office Center can be located adjacent including Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center;
- Policy 2.113-C. c Location Criteria – to remove reference to Policy 2.404-A1 in the Economic Element, and to add adjacent to existing legally established non-residential development.
- Policy 2.113-C. d Location Criteria – remove limitation on percent of office within a two-mile radius;
- Policy 2.113-C. d Location Criteria – clarify current list of items when considering a new Office Center or an expansion.

Summary:

This is a County-initiated Comprehensive Plan text amendment to Section 2.113-C Office Centers (OC). OCs were originally adopted into the Comprehensive Plan in 2000 with mid-block location criteria for low-volume non-residential uses which reserved intersections for more high-volume uses in commercial activity centers. However, the Board directed staff to reevaluate the OC location criteria due to a few OC requests along County Road (CR) 540-A. After a community involvement effort with residents and business along CR 54-A, the OC policies were amended in 2012 as directed by the Board of County Commissioners to have a different set of criteria for locating Office Centers (CPA 12A-03). OCs are currently permitted at the intersections of roadways or adjacent to Activity Centers such as Convenience Centers (CC), Neighborhood Activity Centers (NAC), Community Activity Centers (CAC), Regional Activity Centers (RAC) and Commercial Enclaves CE).

Since this time, staff have been asked over the years about mid-block Future Land Use designations for non-residential uses including legally established non-conforming non-residential uses. With the update to the Comprehensive Plan, staff is recommending this amendment to allow OC designations adjacent to legally established non-residential uses at mid-block locations. Potential location examples include adjacent public safety offices, religious institutions, or older agricultural related structures.

Data and Analysis Summary

Staff considered the current Location Criteria for OCs and situations where offices adjacent to existing legally established non-residential uses are consistent with other Comprehensive Plan policies. The Comprehensive Plan directs development in nodal patterns. In addition, offices, as part of Transitional Areas (Section 2.125-C) are allowable use within 660 feet adjacent to all Activity Centers except Convenience Centers (CC) and Rural Cluster Centers (RCC), Linear Commercial Corridors (LCC), Commercial Enclaves except in the SDA, Industrial and Utilities.

Staff have reviewed the Comprehensive Plans of 12 similar or abutting counties and Polk's two largest cities to identify which jurisdictions have a Future Land Use designation with "office" in the title. Only two (2) of the jurisdictions surveyed have a Future Land Use designation with "office" in the title, and they are for larger office parks with mixed uses but may be permitted in non-intersection locations. However, staff did not evaluate engineering land development regulations that would impact mid-block. In all jurisdictions, offices were always allowed in mixed use districts.

Findings of Fact

- *The request is a Comprehensive Plan text amendment as follows:*
  - *Policy 2.113-C1 Characteristics - to add Personal Services;*
  - *Policy 2.113-C3. b Location Criteria - to add more Future Land Use designations that Office Center can be located adjacent including Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center;*
  - *Policy 2.113-C. c Location Criteria – to remove reference to Policy 2.404-A1 in the Economic Element, and to add adjacent to existing legally established non-residential development.*
  - *Policy 2.113-C. d Location Criteria – remove the limitation on percent of office within a two-mile radius;*
  - *Policy 2.113-C. d Location Criteria – to clarify current list of items when considering a new Office Center or an expansion.*

- *Office Centers are permitted the Transit Supportive Development Area (TSDA), the Urban Growth Area (UGA), Suburban Development Area (SDA), Utility Enclave Area (UEA), Rural Development Area (RDA), and the Neighborhood Utility Service Area (NUSA).*

- *Section 2.125-C Transitional Areas of the Comprehensive Plan permits offices as a transitional use with approval of a Planned Development within 660 feet adjacent to all Activity Centers except Convenience Centers (CC) and Rural Cluster Centers (RCC), Linear Commercial Corridors (LCC), Commercial Enclaves except in the SDA, Industrial and Utilities.*

- *The Office Center policies were amended in 2012 as directed by the Board of County Commissioners to have a different plan for locating Office Centers (CPA 12A-03) which at that time permitted isolated or spot zones of OC along collector or arterial roads based on a community involvement effort with residents and business owners along CR 540-A.*

- *Planning staff have reviewed the Comprehensive Plan of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that two (2) of the 14 jurisdictions had Future Land Use categories with Office in the title with none specifically permitting the category in isolated or spot patterns. All jurisdictions permitted offices as part of mixed-use categories and as transitional uses.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCPAL-2026-1.

Planning Commission Recommendation:

On April 1, 2026 in an advertised public hearing, the Planning Commission voted 7:0 (recused) to recommend **APPROVAL** of **LDCPAL-2026-1**.

Analysis

Demonstration of Need for the Amendment

Office Centers (OC) were created after the adoption of the Comprehensive Plan in 2000. At that time it permitted isolated or mid-block zones of OC but only along collector or arterial roadways. Since 2012, Office Centers (OC) have been required adjacent to activity centers. This was the result of input from a community planning effort directed by the Board of County Commissioners with residents and business owners along CR 540-A. This led to changes in Activity Center expansions beyond the current acreage limits in the corresponding Activity Center policies and the current location criteria for OC. The current location criteria is as follows:

> *POLICY 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following:*
>
> *a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads;*
>
> *b. Along a collector or arterial roadway adjacent to and existing Activity Center or Commercial Enclave that contains 10% or less in land area developed with professional offices.*
>
> *c. Policy 2.404-A1; and*
>
> *d. the total acreage for Office Center Districts within a two mile radius shall not exceed ten (10) acres unless one of the following can be met:*
>
> *1. the total land area of the existing Office Centers within the two mile radius are 60 percent (60%) developed and the total land area of the existing Activity Centers within the two miles radius are also at least 60 percent (60%) developed with less than 10 percent (10%) of the land area developed as professional office uses; or*
> *2. the remaining undeveloped acreage of the Office Centers within the two mile radius are owned by a single interest or have final, valid engineered construction plans (with building-permit application) or have a valid CU/PD approval; or*
> *3. when item b above is met.*
>
> *When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1. Polk County shall seek to minimize the routing of office traffic through residential areas.*

There are many non-residential mid-block uses throughout the County including public safety structures such as fire stations, religious institutions and long age constructures associated with the agricultural industry. Due to the current location requirements for Office Centers, an OC Future Land Use designation is not consistent with these isolated locations and cannot be located adjacent to an existing legally established non-residential use.

This is something staff have noticed since 2012. This staff initiate text amendment is to address this issue as well as add additional location criteria for OC adjacent to existing non-residential Future Land Use designations. Since offices are considered transitional uses (Section 2.125-C), offices adjacent to existing legally established non-residential uses can add to the compatibility of these nodes of uses. In addition, allowing the clustering of non-residential uses is consistent with the direction of the Comprehensive Plan to plan for non-residential nodal development especially Activity Centers.

Recommended Changes

Based on the current example along CR 540-A, staff recommend that OC be permitted adjacent to existing legally established non-residential uses as well as other Future Land Use designations including - Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center. Moreover, the OC policies are also recommended to add personal services as permitted uses and to make offices located within two miles of a proposed OC Future Land Use designation a consideration for the approval rather than a requirement. These changes allow more locations for OC throughout Polk County and add more flexibility in the consideration of the change.

Limits of the Proposed Ordinance

This amendment applies to only the Office Center (OC) Future Land Use designations in unincorporated Polk County including some Selected Area Plans and the Green Swamp Area of Critical State Concern. This amendment will be reviewed by the State Department of Florida Commerce as a coordinated large scale comprehensive plan amendment.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning of use and structure types.

Table 1

Jurisdiction *(Code citation)*	**Which jurisdictions have Office in the title of their Future Land Use designations in their Comprehensive Plan?**	**How does any Comprehensive Plan Development Criteria permit offices?**
Alachua County *Objective 3.9*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Brevard County *Policy 2.5; 2.7; 2.11.B*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Duval County	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Hardee County	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Highlands County *Policy 1.2. D*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Hillsborough County *Objective 2.2*	The Future Land Use categories with Office in the title include Office Commercial (OC).	Many of Future Land Use categories permit offices as part of the allowable mixture of uses.

Table 1

Jurisdiction *(Code citation)*	Which jurisdictions have Office in the title of their Future Land Use designations in their Comprehensive Plan?	How does any Comprehensive Plan Development Criteria permit offices?
Lake County	Only two Future Land Use categories with office in the title include Regional Office and Office Employment Center.	The mention of office throughout the Lake County Comprehensive Plan is intended for categories permitting multiple uses.
Manatee County *Table 2-1*	The categories with Office in the title include Low Intensity Office, Medium Intensity Office, and Retail/office/residential.	The Low Intensity Office includes a mixture of uses including medium density residential and public/semi-public, recreation and schools. The other categories are high intensity uses.
Orange County *Policies under Goal FLU1*	The Future Land Use category with Office in the title is Office (O).	This category is meant for individual offices and office parks. Siting criteria is lead by the general commercial and office criteria which is at nodes and along major roadways with compatibility standards.
Osceola County	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
Seminole County *Policy FLU 1.3.3*	The Future Land Use designation with Office in the title is Office.	This category permits residential development as a support function to the office development, allows schools, with special exceptions for hospitals, funeral homes, medical clinics, banks, and public utilities and to encourage the conversation of existing homes into office uses. It is to be located along collector and aerial roadways.
Volusia County Future Land Use Element, E.	There are no Future Land Use designations with Office in the title.	Office development is to conform with commercial use guidelines and locate at intersections of major roads developed with commercial uses and provide for a mixture of uses.
City of Lakeland Table FLU-3	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
City of Winter Haven	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
NOTE: 1) A table or policy is listed where the Future Land Use designations were listed together. No policy number is provided where the designations where spread throughout the Comprehensive Plan. 2) Some jurisdictions have special area plans for specific developments with office as a land use category. This was not considered due to the this request not directly applicable to a specific development.		

Planning staff have reviewed the Comprehensive Plan of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that two (2) of the 14 jurisdictions had Future Land Use categories with Office in the title with none specifically permitting the category in isolated or spot patterns. All jurisdictions permitted offices as part of mixed-use categories and as transitional uses.

Consistency with the Comprehensive Plan

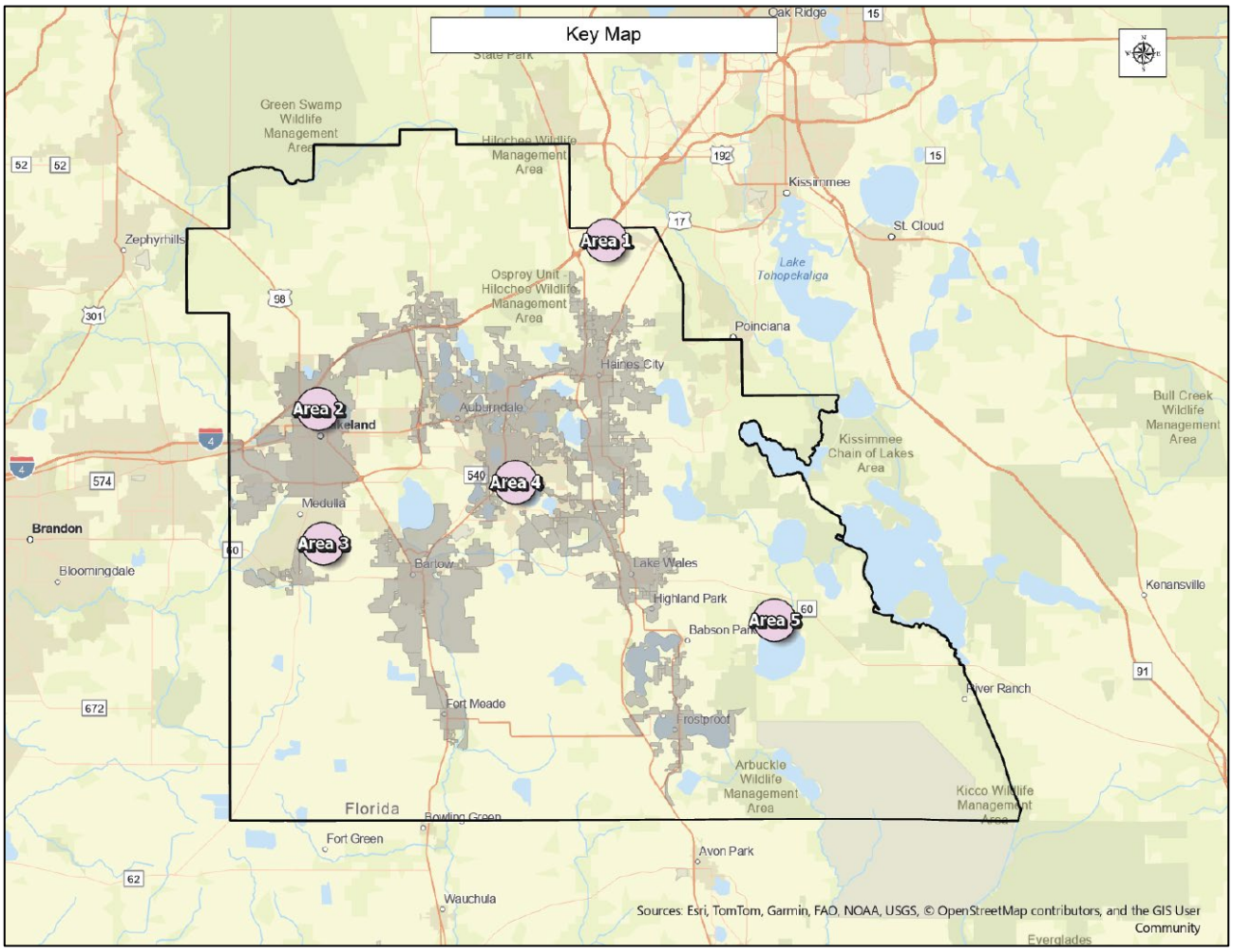
This amendment is consistent with the first level of the Comprehensive Plan as stated in Section 2.101 where Polk County uses "multi-nodal, urban-cluster" concepts for development in the sense that locating OC adjacent to an existing legally established non-residential development creates a node of development is similar to locating Activity Centers and other FLU designations at intersections. In addition, this text amendment is consistent with Section 2.125-C Transitional Uses that allow offices to be adjacent to more intense non-residential uses in certain designations.

Comments from Other Agencies: None.

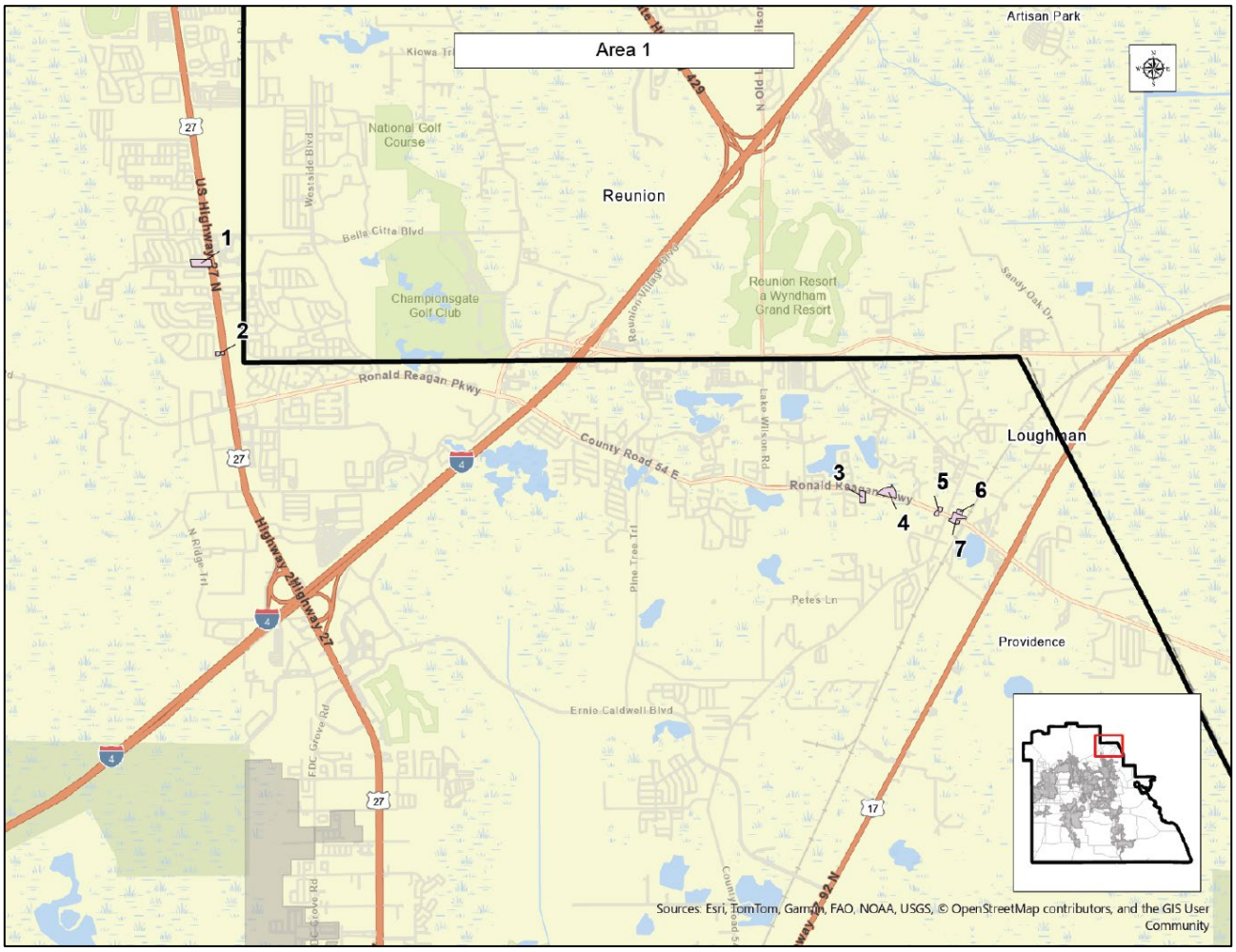
Exhibits

Exhibit 1a – 1e – Office Center locations in incorporated Polk County

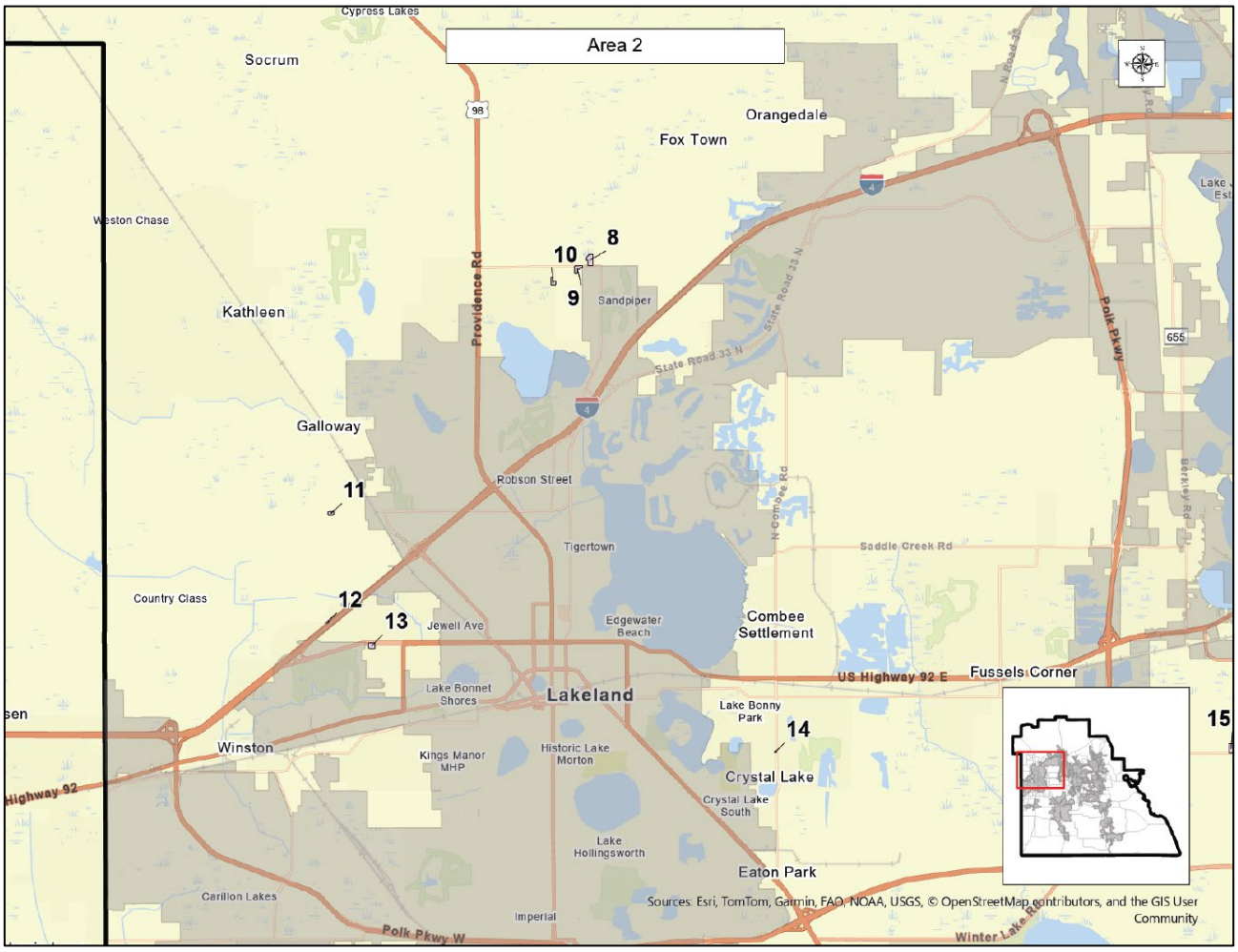
Draft Ordinance: under separate attachment



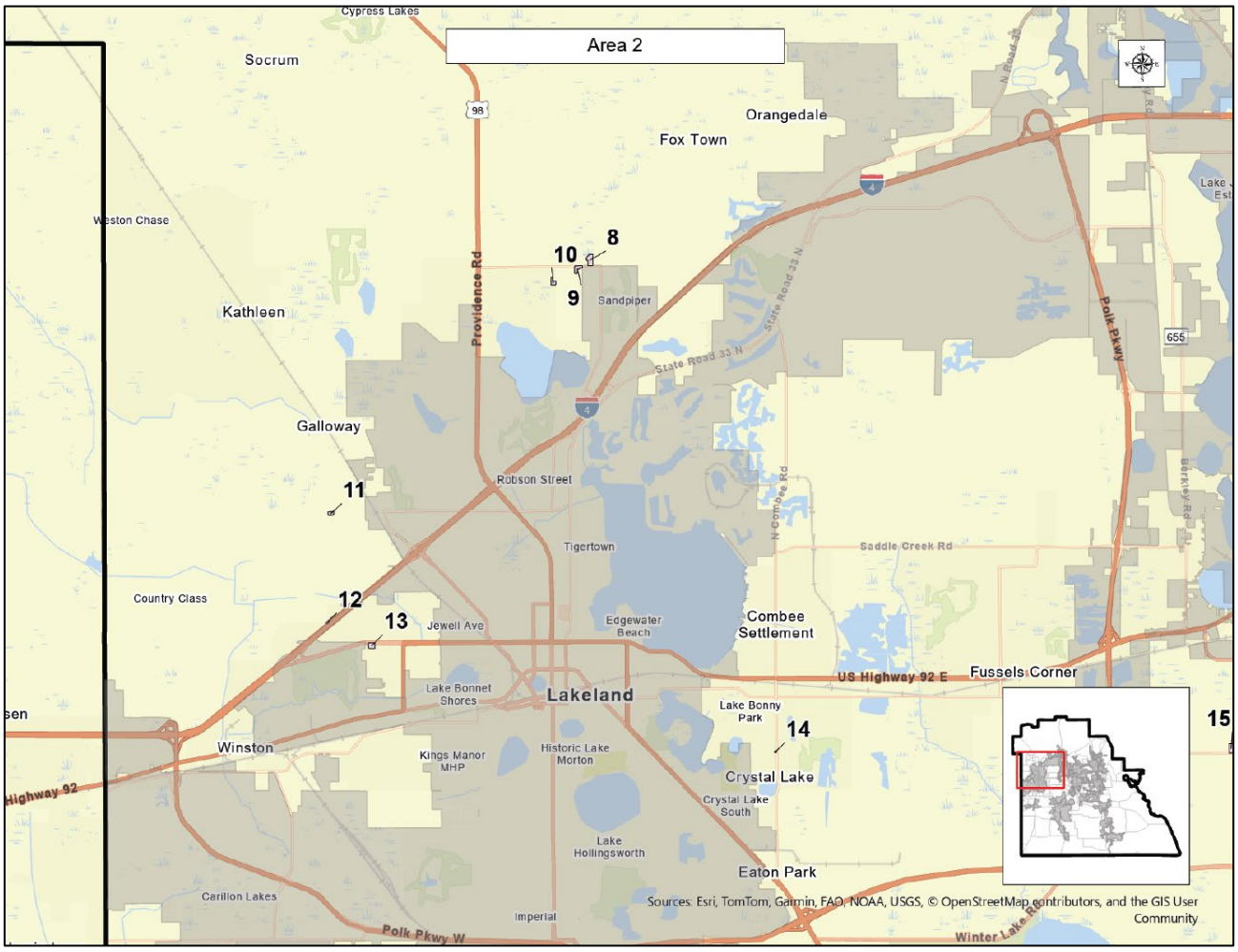
Office Center Future Land Use Designations



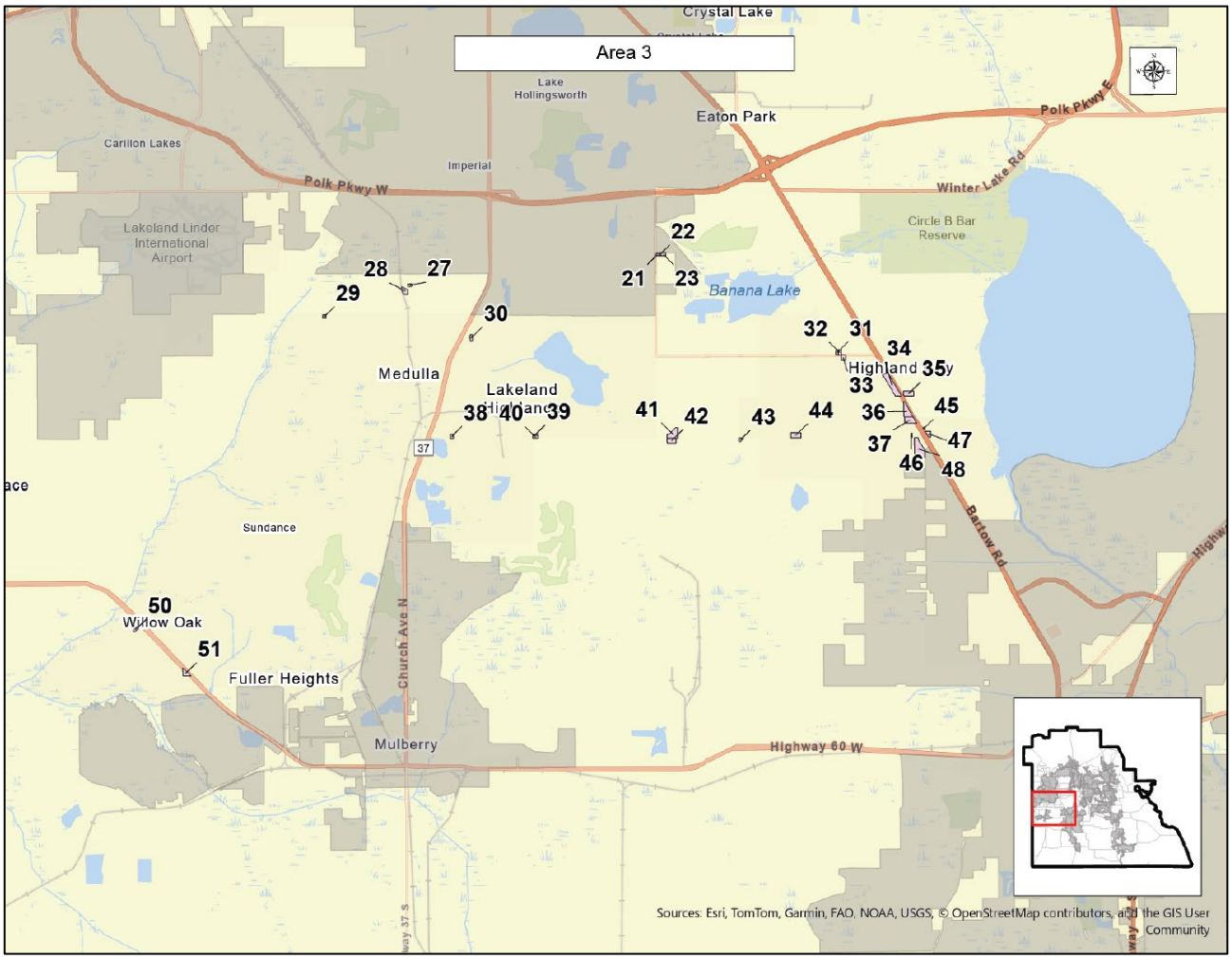
Area 1 Office Center Designations



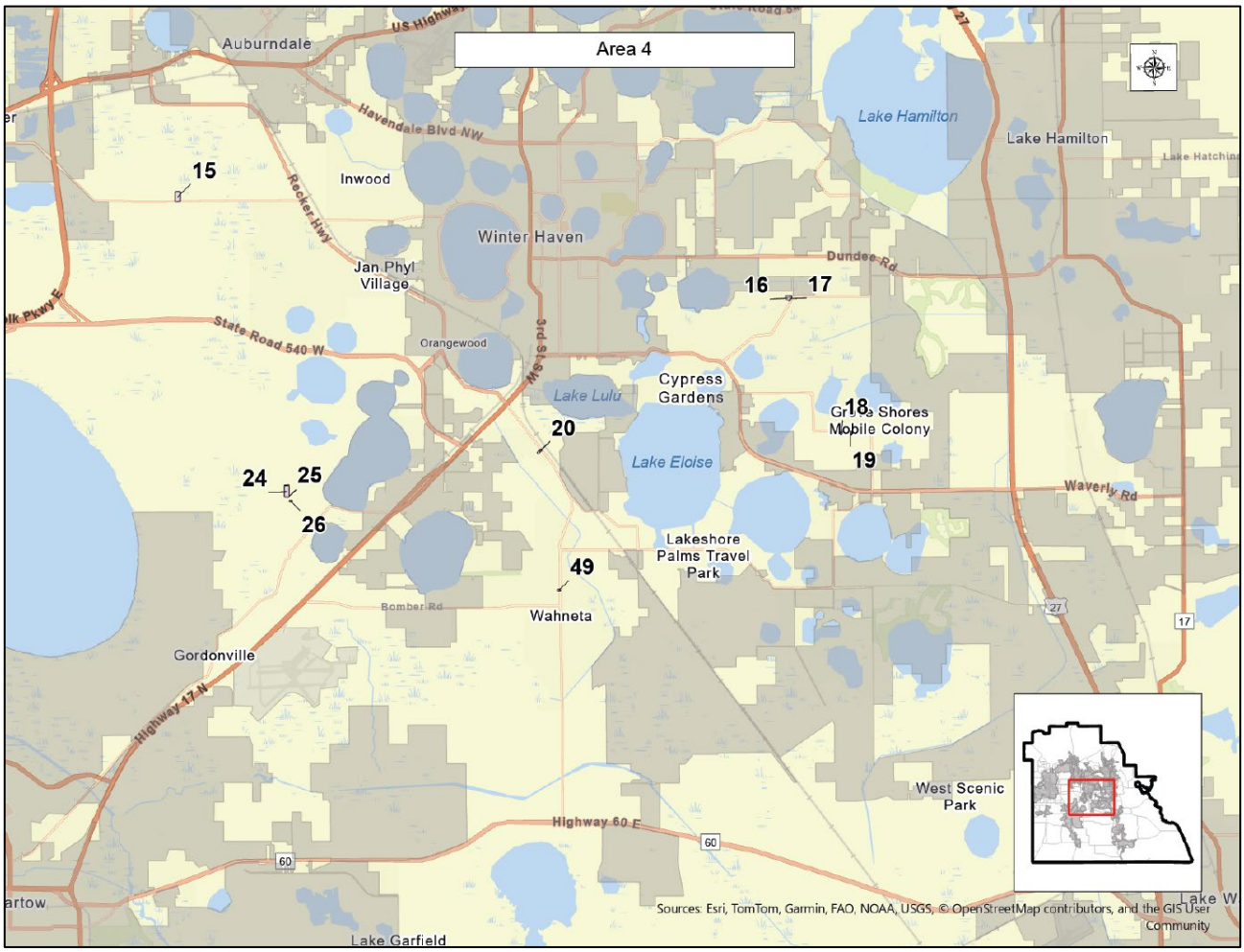
Area 2 Office Center Designations



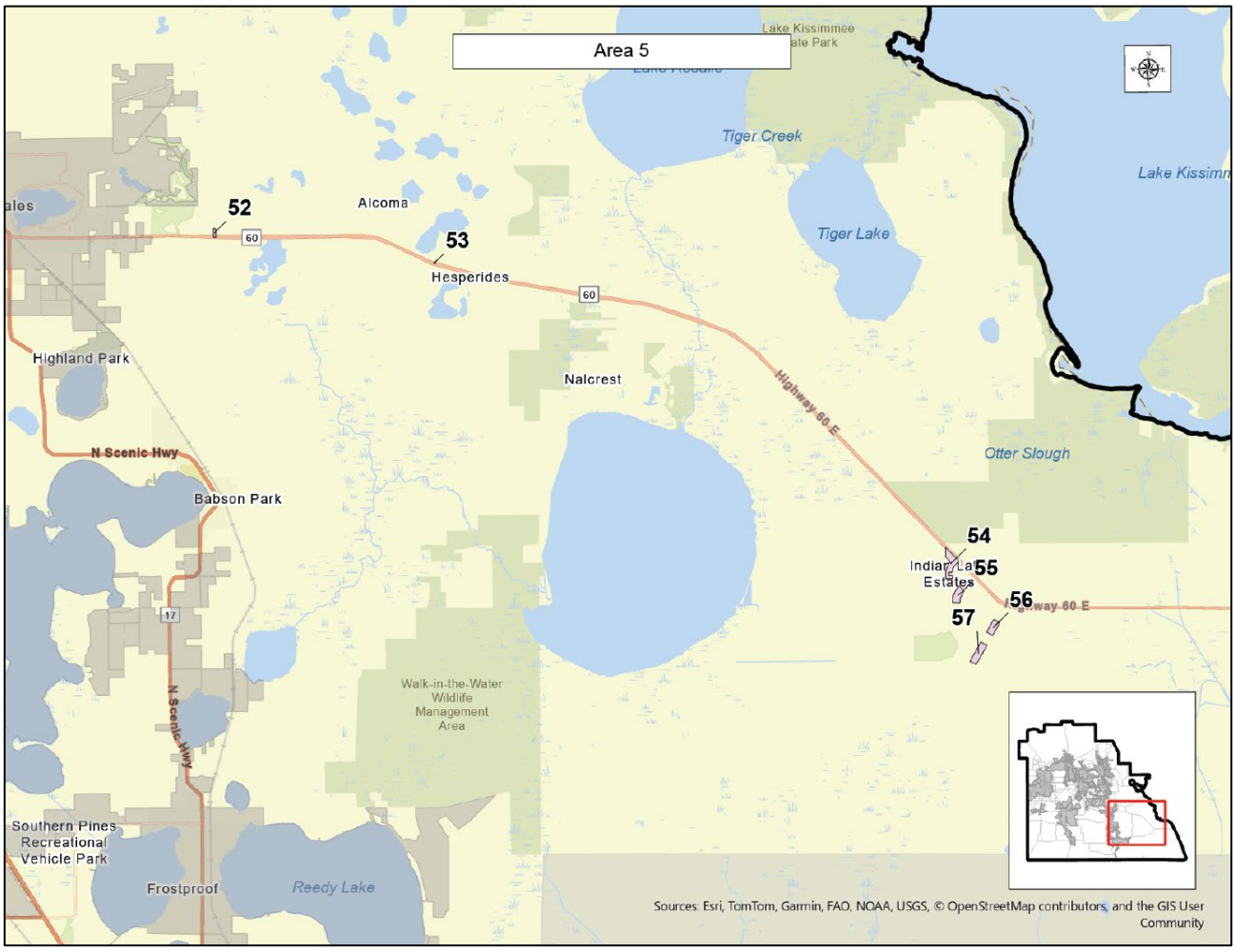
Area 2 Office Center Designations



Area 3 Office Center Designations



Area 4 Office Center Designations



Area 5 Office Center Designations

ORDINANCE NO. 20 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING **LDCPAL-2026-1;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED MODIFYING THE POLICIES UNDER OBJECTIVE 2.133-C OFFICE CENTERS TO ADD PERSONAL SERVICES AS AN ALLOWABLE USE, ALLOW OFFICE CENTERS ADJACENT TO MULTIPLE NON-RESIDENTIAL FUTURE LAND USE DESIGNATIONS AND EXISTING NON-RESIDENTIAL LEGALLY ESTABLISHED DEVELOPMENT, REMOVE A REFERENCE TO POLICY 2.404-A1, REMOVE THE LIMITATIONS ON OFFICES WITHIN A TWO-MILE RADIUS, AND REMOVE DEVELOPMENT CRITERIA REGARDING FRONTAGE ON LOCAL ROADS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, Application LDCPAL 2026-1 is a county-initiated application to modify Policy 2.113-C1 to add "personal services" to the Characteristics and to add "adjacent to existing non-residential development" to Policy 2.113-C3 Location Criteria and remove a reference to Policy 2.404-A1 and the limitation on offices in a two-mile radius (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the Amendment on April 1, 2026; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on April 21, 2026, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

WHEREAS, DEO, by letter dated _____2026 transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on June 2, 2026; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearings, and provided for necessary revisions, if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the text of the COmprehesive Plan as depicted in Attachment "A".

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Florida Commerce.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 2nd day of June, 2026.

OBJECTIVE 2.113C OFFICE CENTERS

OBJECTIVE 2.113-C: OFFICE CENTERS -The Polk County Plan shall provide for needs of residents through:

a.the designation and mapping of Office Centers on the Future Land Use Map Series; and

b.the establishment of criteria applicable to the location and development of land within Office Centers.

POLICY 2.113-C1: CHARACTERISTICS - Office Centers are intended to accommodate the office needs of the community they serve. They generally contain lawyer, real estate, engineering, and other professional offices. Medical offices, personal services, and support offices are also allowable in this category.

Usable Area: 10 acres or less

Gross Leasable Area (GLA): 1,000 to 30,000 square feet

Minimum Population Support: 2,500 people

Service-Area Radius: 2 miles or more

Typical Leading Tenant: Professional offices

Other Typical Tenants: Medical offices

POLICY 2.113-C2: DESIGNATION AND MAPPING - Office Centers shall be located throughout Polk County as designated on the Future Land Use Map Series as "Office Centers" (OC).

POLICY 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following:

a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads; or

b. Along a collector or arterial roadway adjacent to and existing developed or undeveloped Activity Center, ~~or~~ Commercial Enclave; Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institution, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center. ~~that contains 10% or less in land area developed with professional offices.~~; or

c. Adjacent to existing legally established non-residential development ~~Policy 2.404-A1; and~~

~~d. the total acreage for Office Center Districts within a two mile radius shall not exceed ten (10) acres unless one of the following can be met:~~

~~1. the total land area of the existing Office Centers within the two mile radius are 60 percent (60%) developed and the total land area of the existing Activity Centers within the two miles radius are also at least 60 percent (60%) developed with less than 10 percent (10%) of the land area developed as professional office uses; or~~

~~2. the remaining undeveloped acreage of the Office Centers within the two mile radius are owned by a single interest or have final, valid engineered construction plans (with building permit application) or have a valid CU/PD approval; or~~

~~3. when item b above is met.~~

d. When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to the following:

1. maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1.~~;~~

2. ~~Polk County shall seek to~~ minimize the routing of office traffic through residential areas.~~;~~

3. The amount of existing office uses within a two mile radius.

POLICY 2.113-C4: DEVELOPMENT CRITERIA - Development within an Office Center shall conform to the following criteria:

a. Development in Office Centers shall have frontage on, or direct access to, a collector or arterial roadway, or a frontage road or service drive which directly serves these roadways. Development within Office Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical;

b. ~~Office Center expansions, new locations for Office Centers and development within Office Centers may front on or accessed via local roads if the subject parcel(s) is within a quarter mile of a collector or arterial road. If the local road is classified as residential then traffic from the OC shall not be permitted on the local road if there is residential traffic between the driveway for the OC and the collector roadway and until a waiver, per the requirements and standards in the LDC, is approved;~~

c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic;

d. Buffering shall be provided where the effects of lighting, noise, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and

e. Retail uses within an Office Center shall not exceed ten (10) percent of the total land area of the Office Center as the OC is meant for professional employment and personal service businesses.

POLICY 2.113-C5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to an Office Center may include the following uses: Medium and High Residential, Neighborhood Activity Centers, Institutional, and Recreation and Open Space.

LDCPAL-2026-1 - Text Amendment Change to Section 2.113

Menu Reports Help

Application Name: Text Amendment Change to Section 2.113

File Date: 01/15/2026

Application Type: BOCC-CPA Large

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: County-initiated Comprehensive Plan text amendment to modify the policies for the Office Center Future Land Use designation to allow them to be adjacent to more non-residential uses and permit Personal Services. There is a companion Land Development Code text amendment.

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: LD_GEN_PUB

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

Type of Acreage
–

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
02/12/2026

DRC Meeting Time
–

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Green Swamp
No

Number of Units
–

Case File Number
–

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
–

FS 119 Status
Non-Exempt

Code Violation Case Number
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
04/01/2026

Land Use Hearing Officer 3
–

1st BOCC Date
04/21/2026

2nd BOCC Date
06/16/2026

LUHO-Level 3
–

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC26-00000-001NL	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/15/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	01/30/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	01/15/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/16/2026	Kim Turner
Planning Review	Chanda Bennett			
School Board Review	School District	Not Required	01/16/2026	School District
Review Consolidation	Lyndsay Rathke			
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agenda Item N.2. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCT-2026-2 Office Center Consistency) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to clarify development parameters of the Office Center (OC) district to implement policies in the Comprehensive Plan. No Fiscal Impact.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code; Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan; Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts; Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP; and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan. State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

Approval after the second reading on June 16, 2026

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
erikpeterson@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 12, 2026	**Level of Review:**	4
PC Date:	April 1, 2026	**Type:**	LDC Text Amendment
BoCC Date:	April 21, 2026 June 16, 2026	**Case Numbers:**	LDCT-2026-2
		Case Name:	Office Center Consistency
Applicant:	Polk County	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code; Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan; Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts; Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP; and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

The change to Chapter 2, Section 204, Standard Land Use Districts of the Polk County Land Development Code is:

- Remove the statement in Section 204.B.6 that "*all development within the OC requires a Level 3 Review*."
- Move Office Center (OC) from Section 204.B, Non-residential Districts/Activity Centers to Section 204.C, Other Standard Land Use Districts.
- Expand on Office Center description to include medical offices, clinics, personal services, and other uses consistent with the Comprehensive Plan.

The changes to Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code are to the following uses in the Office Center (OC) district:

- Multi-family – not permitted
- Agricultural, Off-site – change from C3 to C2 conditional use

- Funeral Home and Related Facilities – add C3 conditional use
- Government Facility - change from C3 to C2 conditional use
- Hospitals – not permitted
- Research and Development - change from C3 to C2 conditional use
- Restaurant, Sit-down/Take out – add C2 conditional use
- Retail 10,000 – 34,999 sq. ft. – not permitted
- Retail, Less than 10,000 sq. ft - change from C3 to C2 conditional use
- School, Leisure/Special Interest - add C2 conditional use

The changes to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code are:

- Adding conditions to conform to POLICY 2.113-C4 Office Center Development Criteria for the following uses: Agricultural Support Activities, Off-site; Childcare Center; Financial Institutions; Governmental Facility; Research and Development; Restaurant, Sit-down/Take-out; School, Leisure/Special Interest; School, Technical/Vocational/Trade & Training; and Veterinary Service.

The changes to Chapter 4, Special Districts are to the Office Center (OCX) districts for:

- Ronald Reagan Selected Area Plan
- US 27 Selected Area Plan
- US 98 Selected Area Plan
- Southeast Polk Selected Area Plan

Summary:

Non-residential uses vary significantly in property needs based on visibility and accessibility. Activity Centers form at high volume intersections and are intended for the types of non-residential uses that need high visibility and high accessibility. However, there are many non-residential land uses that do not need high accessibility and thrive on moderate visibility. These are termed midblock non-residential uses. Staff are introducing changes to the Office Center (OC) Future Land Use Map category in the Comprehensive Plan under LDCPAL-2026-1 to restore the designation to its intended characteristics and location requirements as it was originally established in 2001. In 2012, the OC policies were amended based on limited input and analysis. The results of this change have significantly curtailed the amount of OC district establishments throughout the County which forced low-volume and typically midblock uses into properties intended for higher volume commercial. The proposed Comprehensive Plan amendment broadens the possible locations for OC districts.

This Land Development Code (LDC) text amendment is a follow-up to the broadening of locations to adjust the review requirements for specific uses enabled by the Comprehensive Plan policies to further reduce the constraints on utilization of the OC district. Each of the uses listed are considered to be low volume uses that do not need to be located at high volume intersections. Reducing the development burdens on these uses will incentivize their entrepreneurs to seek less costly midblock locations that fulfill their market needs by having fewer burdens and barriers. This amendment also implements the Development Criteria in POLICY 2.113-C4 of the Comprehensive Plan that were not clarified accurately in the LDC.

Data and Analysis Summary

Staff have monitored development within the OC districts and evaluated their effectiveness pre-2012 and post 2012. Staff identified numerous instances where the location and development policies prevented nonresidential uses from forming in appropriate locations. Staff surveyed counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions.

Findings of Fact

1. *The request is a Land Development Code text amendment to amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts, Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP, and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan.*

2. *This amendment applies to all properties in the unincorporated areas applying for land subdivision, including the Green Swamp Area of Critical State Concern.*

3. *Comprehensive Plan POLICY 2.113-C4: DEVELOPMENT CRITERIA states that "Development within an Office Center shall conform to the following criteria:*

    a. *Development in Office Centers shall have frontage on, or direct access to, a collector or arterial roadway, or a frontage road or service drive which directly serves these roadways. Development within Office Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical;*
    b. *Office Center expansions, new locations for Office Centers and development within Office Centers may front on or accessed via local roads if the subject parcel(s) is within a quarter mile of a collector or arterial road. If the local road is classified as residential then traffic from the OC shall not be permitted on the local road if there is residential traffic between the driveway for the OC and the collector roadway and until a waiver, per the requirements and standards in the LDC, is approved;*
    c. *Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic;*
    d. *Buffering shall be provided where the effects of lighting, noise, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and*
    e. *Retail uses within an Office Center shall not exceed ten (10) percent of the total land area of the Office Center as the OC is meant for professional employment businesses."*

4. *Comprehensive Plan POLICY 2.113-C1: CHARACTERISTICS states that "Office Centers are intended to accommodate the office needs of the community they serve. They generally contain lawyer, real estate, engineering, and other professional offices. Medical offices and support offices are also allowable in this category."*

5. *Chapter 10 of the LDC defines **Agricultural Support, Off-Site** as "activities and uses related to the production of agricultural-related products, including, but not limited to, storage and maintenance of grove equipment and farm machinery, fertilizer application, grove installation and service, and farm-management services where such activities are off-site but accessory to a nearby general farming operation. Typical off-site Agricultural Support facilities may include, but are not limited to specialized agricultural service establishments performing storage and maintenance of grove equipment and farm machinery (not to include sales), fertilizer application, grove installation and service, and **farm management services."***

6. *Chapter 10 of the LDC defines **Childcare Center** as "a structure used to provide child care for any part of a day which receives a payment, fee, or grant for any of the children receiving care wherever operated whether or not operated for profit. The following are NOT included: public schools and nonprofit schools and their integral programs; summer camps having children in full-time residence; summer day camps, and Bible schools normally conducted during vacation periods."*

7. *Chapter 10 of the LDC defines **Funeral Home and Related Facilities** as "An establishment engaged in the preparation of human remains for burial or cremation, and ceremonies conducted both on and off site, for the dignified interment of deceased humans."*

8. *Chapter 10 of the LDC defines **Government Facility** as "A building or complex of buildings that houses public facilities, offices, or services. Typical uses include government-administration buildings, police, fire and emergency medical facilities."*

9. *Chapter 10 of the LDC defines **Research and Development** as "Activities typically involving processes or operations of an industrial nature, including establishments performing research and development on a contract basis as well as facilities performing proprietary research and development. Also permitted are testing centers, laboratories (including medical, dental, and other health service laboratories not accessory to a clinic or medical office), and business/industry training schools."*

10. *Chapter 10 of the LDC defines **Restaurant, Sit-down/Take out** as "An establishment whose principal business is the sale of food and beverages and where foods are: 1) served to customers at individual booths or tables, or 2) received by customers at a counter or bar. The customer may or may not consume the food on-site."*

11. *Chapter 10 of the LDC defines **School, Leisure/Special Interest** as "A facility engaged in the instruction of a particular leisure or special interest activity including, but not limited to, dance, karate, and crafts and arts schools. This provision excludes water ski schools."*

12. *Chapter 10 of the LDC defines **Financial Institutions** as "Institutions engaged in deposit banking and closely related functions such as the extension of credit by means of loans and underwriting, purchase, sale or brokerage of securities and other financial investments. Typically, the hours of a financial institution are between 8:00 AM and 5:00 PM Monday through Friday."*

13. *Chapter 10 of the LDC defines **School, Technical** as "The use of land, structures or buildings for the provision of training in various skills and may include but not be limited to business schools, trade schools and vocational schools."*

14. *Chapter 10 of the LDC defines **School, Vocational** as "An establishment which is offered, for compensation, instruction in a trade or craft, including, but not limited to, carpentry, masonry, metal working, machinery repair and operation, welding, fabrication and the like."*

15. *Chapter 10 of the LDC defines **School, Training** as "A facility engaged in the instruction of a particular discipline or skill including, but not limited to, auto driving instruction, aviation instruction, policeman instruction and firefighter instruction. This provision excludes water ski schools."*

16. *Chapter 10 of the LDC defines **Veterinary Service** as "Medical services, associated with a Doctor of Veterinary Medicine (D.V.M.), for animals kept as pets, or livestock."*

17. *Planning staff have reviewed the land development requirements of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that 10 out of the 14 jurisdictions have a separate and distinct office category in their zoning ordinance.*

18. *Of the 10 jurisdictions that had an office district or districts, all 10 listed professional offices, medical offices, and clinics in the permitted uses within the district. Eight permitted banks, seven permitted personal services, six permitted cultural facilities*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2026-2.

*At an advertised public hearing on April 1, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Introduction

Staff believe that the Office Center (OC) district is a vital land use classification for efficiently delivering needed services to residents within a community. The OC district can be located in close proximity to residential development and provide a step down in intensity between many other non-residential land uses and residential properties. Additionally, staff find that there are other uses besides professional offices that fit into the OC designation as listed in Policies 2.113-C1 through 2.113-C5 of the Comprehensive Plan. Staff also believe that lowering the barriers to development within OC districts delivers needed services to the public and incentivizes the efficient use of available properties.

This amendment combined with the changes to the Comprehensive Plan under case number LDCPAL-2026-1 will improve development within the OC district by providing a diversified spectrum of potential uses. With a wider variety of uses, individual businesses can complement other businesses within a given district.

Recommended Changes

The first step towards eliminating the barriers to development in the OC district is to remove the requirement that all developments undergo a Level 3 Review. This requires a change to Chapter 2, Section 204, Standard Land Use Districts, to remove the statement in Section 204.B.6 that "All development within the OC requires a Level 3 Review." Another change is for consistency. Activity Centers in the Comprehensive Plan require higher levels of review and analysis. Currently, OC is listed as an Activity Center, and it should not be. Activity Centers are located under SECTION 2.110

in the Comprehensive Plan. Office Centers are under SECTION 2.113B with Business Park Centers (BPC). This amendment will move Office Center (OC) from Section 204.B, Non-residential Districts/Activity Centers to Section 204.C, Other Standard Land Use Districts. The last change recommended to LDC Section 204 is to expand the Office Center description to include medical offices, clinics, personal services, and other uses consistent with the Comprehensive Plan. This better describes the intentions for the district. Among the many other applications of this Section of the regulations, it is quoted in all Land Use Verification Letters. This broader explanation will provide sellers with more information that will increase an OC district property's appeal to prospective buyers.

Staff identified a number of uses listed in the OC district that require more scrutiny than is beneficial to the public. Staff is recommending changes to Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts that reduce the requirements from Level 3 Planning Commission Review to Level 2 Administrative Review for the following uses in the Office Center (OC) district:

- Agricultural, Off-site – change from C3 to C2 conditional use
- Funeral Home and Related Facilities – add C3 conditional use
- Government Facility - change from C3 to C2 conditional use
- Research and Development - change from C3 to C2 conditional use
- Retail, less than 10,000 sq. ft - change from C3 to C2 conditional use

Staff also recommend that the following prohibited uses be added for Administrative Review:

- Restaurant, Sit-down/Take out – add C2 conditional use
- School, Leisure/Special Interest - add C2 conditional use

These uses are allowed within the parameters of OBJECTIVE 2.113-C: OFFICE CENTERS of the Comprehensive Plan and will complement other permitted uses in an OC district.

Multi-family, Hospitals, and Retail 10,000 – 34,999 sq. ft. are inconsistent with the Development Criteria for OC designations in POLICY 2.113-C4 and SECTION 2.109 - LAND USE CATEGORIES AND OVERLAY DISTRICTS of the Comprehensive Plan. Therefore, they must be removed from the Use Table for OC. It misleads the public to leave them in the table because the Plan's prohibition of them supersedes the Code.

Another change needed to bring the LDC into compliance with the Comprehensive Plan is the addition of certain standards pertaining to POLICY 2.113-C4. This policy directs the LDC to embody certain development standards that can only be addressed in LDC Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses. These include

- Agricultural Support Activities (Off-site) – OC districts are only intended for farm offices.
- Childcare Centers - may be no more than 10% of an office building or 10% of the total building square footage of an office park.
- Financial Institutions – drive thru facilities are not appropriate in OC districts due to proximity to residential uses.
- Governmental Facility – limited to only government office buildings.
- Research and Development – eliminate erroneous standards but require activity to be contained within enclosed buildings.
- Restaurant, Sit-down/Take-out – limit to 10 percent of an OC district.
- School, Leisure/Special Interest - require activities to be contained within enclosed buildings
- School, Technical/Vocational/Trade & Training, - eliminate redundancy and require activities to be contained within enclosed buildings.
- Veterinary Service - require activities to be contained within enclosed buildings.

There are four Selected Area Plans that have OC districts within them. Ronald Reagan, North US 27, US 98, and Southeast Polk Selected Area Plans. These should be consistent with Table 2.1 for OC districts.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment combined with LDCPAL-2026-1 will provide better alternatives for entrepreneurs seeking locations for their offices, personal service establishments, and medical facilities. Additionally, it infuses some uses that are complementary to OC district uses. This amendment lowers many regulatory requirements and barriers for low volume non-residential land uses in the Office Center (OC and OCX) districts. The lowering of regulatory barriers along with increasing potential locations for office and office type uses makes these endeavors more feasible. It also prevents expensive high volume/high accessibility retail locations from being clogged with low volume uses that do not need the more accessible and visible sites.

Who does it hurt?

Office Center districts can fit well along collector roads on parcels isolated by surrounding subdivision developments or along corridors that are transitioning to major thoroughfares where single-family housing once lined the roadway. However, when lots are shallow or small there is concern that the non-residential development close to existing residents can create a nuisance due to an increase in intensity. This amendment is removing requirements for Planning Commission approval (Level 3 Review) for many of the conditional uses. This is why it is important that there be safeguards such as the Compatibility Standards in Section 220 and the individual use standards in Section 303 Criteria for Conditional Uses. Maintaining distances, screening and buffering, and keeping all activity within enclosed structures is essential for maintaining a good relationship between non-residential and residential uses.

What is the cost?

This amendment lowers development costs for uses that are not likely to cause detriment to nearby or abutting residential development as long as current compatibility standards and performance requirements for OC districts are met. It removes regulatory barriers that have been found to serve very little public service. The lowering of regulatory barriers along with increasing potential locations for office and office type uses will improve the tax base.

Regulatory History

The County's first zoning ordinance was adopted November 4, 1970 (Ord. 70-03). It had three non-residential districts: General Commercial (GC), Mixed Commercial/Industrial (MIC), and General Industrial (GI). On November 23, 1971, GC and MIC districts were replaced by six commercial districts: Neighborhood Service Centers (C-1), Area Service Centers (C-2), Regional Service Centers (C-3), General Commercial (C-4), Highway Service Commercial (C-5), and Commercial/ Recreation Resort Areas (C-6). It is not until 1983, with the adoption of Ordinance 83-02, that the Office (OF) district is introduced. It permitted Offices and Clinics by right. Financial Institutions, Day-Care Centers, Private Schools, Business and Trade Schools, and Studios for Artists, Dancers, and Photographers were conditional uses that required Board approval. It limited buildings to no greater than 3,000 square feet. Buffers were required when abutting single-family dwellings.

Neither the Comprehensive Plan nor the Land Development Code (LDC) had an Office category until after the LDC was effective. The LDC became effective on September 1, 2000. The Office Center category was not added to the Comprehensive Plan and LDC until July 25, 2001. This district had early success throughout the County providing alternatives for entrepreneurs seeking business locations in mid-block areas rather than being obligated toward high-volume intersections with higher land costs. Dentists, doctors, and beauty salons found these locations very lucrative for meeting the needs of their clientele while not overpaying for locational attributes their business did not need. High-volume intersections are best occupied by uses that are needed on a daily or weekly basis. Businesses that are visited less frequently do not need such high accessibility properties.

The Board developed concerns for the OC land use category in 2012. It was feared by some that the use was becoming too prevalent in one portion of the County. The OC designation was altered in the Comprehensive Plan to significantly restrict the locational possibilities and the uses allowed within were reduced and curtailed. The basis for the Board's decision came from a very small and homogeneous area of the County. The community input came from a small group of citizens in that area, and their motives were not well vetted. Over time, this led to a lack of available commercial properties all over the County. Today, more land is needed to meet the demand for services of a growing population but there are fewer properties available. This land use category needs to be modified so that it is applicable to more locations and available to more business opportunities.

Limits of the Proposed Ordinance

This amendment applies to all lands within the unincorporated areas of Polk County including the Green Swamp Area of Critical State Concern. There are Office Center districts in the North US Highway 27 Selected Area Plan and the Polk City Special Protection Area. This amendment will be forwarded to Florida Commerce for the statutorily required 45-day review.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning and land development policies. While there are not many jurisdictions that have office designations called out in their comprehensive plans, the use of an office district in a zoning ordinance is more typical. Out of the 14 jurisdictions surveyed, all but four (4) did not have a separate and distinct office category in their zoning ordinance.

Table 1

Jurisdiction *(Code citation)*	**Is there an Office Zoning Category?**	**What uses are permitted and conditional within the Office district(s)**
Alachua County *Section 403.11, 404.08*	Administrative and professional (AP) district	Residential over Office Affordable Multifamily Housing Assisted Living/Nursing Home Childcare facilities Educational facility, vocational, business or technical school; college or university Government Buildings and facilities Funeral homes Museum Medical clinic or lab

Table 1

Jurisdiction *(Code citation)*	Is there an Office Zoning Category?	What uses are permitted and conditional within the Office district(s)
		Business and professional services Bank or financial institution Personal services Gym or fitness center Dance, art, or similar studio
Brevard County *62-1255*	No.	n/a
Duval County *Section 656.311*	Commercial Office (CO) District Commercial, Residential and Office (CRO) District Residential Office (RO) District	Medical, dental, chiropractic, professional or business offices, cosmetology, childcare, Vocational, trade or business schools, Libraries, museums and community centers. Art galleries, dance, art, gymnastics, fitness centers, martial arts and music studios, and theaters for stage performances (but not motion picture theaters). Bed and Breakfasts.
Hardee County *Sec. 3.02.00*	No.	n/a
Highlands County *Section 12.05.244*	Office (O) district.	Professional Offices, Banks, and Libraries. Medical and churches are special exceptions.
Hillsborough County *Section 2.01.02, 2.02.02*	Office Residential (OR) district.	Professional and Medical Offices, Clinics, Funeral Homes, Photography and Broadcasting Studious, Wedding Chapels, Personal Services, Government Offices.
Lake County *Sec. 3.00.00, 3.01.00*	No.	n/a
Manatee County *Section 401.1*	Professional Small (PR-S) district. Medium Office (PR-M) district.	Professional and Medical Offices, Banks, Bed and Breakfast, Clinics, Cultural Facilities, Personal Services, Government Offices, Veterinary Clinic.
Orange County *Section 38-801 thru 38-809* *Section 38-77 Use Table*	Professional Office (P-O) District	Professional and Medical Offices, Banks, Bed and Breakfast, Funeral Services, Clinics, Movie Production Studios, Personal Services, Government Offices, Research and Development.
Osceola County *Chapter 3, Article 3.2, 3.4*	Commercial Office (CO) district	Professional and Medical Offices, Banks, Bed and Breakfast, Crematorium, Clinics, Educational Facilities, Personal Services, Government Offices, Dance, Karate, Art, or Similar Afterschool Care Studio, Childcare, Retail Sales and Services, Veterinary Clinic.
Seminole County *Sec. 30.2.1, 30.4.14,*	Office (OP) district	Professional and Medical Offices, Clinics, Hospitals, Banks, all educational facilities, Funeral Home,
Volusia County *Section 72-241*	General Office, Hospital-Medical (B-1) district	Professional and Medical Offices, Clinics, Hospitals, Banks, Childcare, Personal Services, Libraries, Cultural Centers, Trade Schools, Veterinary Clinics,
City of Lakeland *Sec. 2.2, and 2.3-1*	Low Impact Office (O-1) District Limited Impact Office (O-2) District Moderate Impact Office (O-3) District	Professional and Medical Offices, Multifamily, Bed and Breakfast, Hotels, Banks, Personal Services, Music & Dance Studios, Research and Development, Veterinary Clinics, Neighborhood Convenience Centers.
City of Winter Haven *Sec. 21-31, 21-33*	No.	n/a

Of the jurisdictions surveyed that had office districts, all listed professional offices, medical offices, and clinics in the permitted uses. Most permitted personal services (7), banks (8), and cultural facilities (6). Many of them allow veterinary clinics (4), research and development (3), vocational training (3), funeral services (3), and childcare (3). Some even allow more intense uses such as hospitals, event facilities, and retail uses. However, those were with multiple levels of office categories. Staff found from this survey that office zoning categories can be more broadly used to provide opportunities for other low-volume low-intensity non-residential land uses to coexist with the typical office district uses. Staff considered splitting the OC district into sub-districts to further

broaden the OC list of uses, but the uses considered for the upper tier would require more modification to the Comprehensive Plan policies.

Consistency with the Comprehensive Plan

The primary purpose for this Land Development Code (LDC) text amendment is to align the LDCs more specific development and use standards with the development criteria in Comprehensive Plan POLICY 2.113-C4, and the changes proposed to OBJECTIVE 2.113-C for the Office Center (OC) Future Land Use Map designation under the proposed Comprehensive Plan amendment (CPA) in case number LDCPAL-2026-1. These changes proposed in this LDC text amendment will correspond with the effective date of the CPA amendment adoption scheduled for June 16, 2026.

Consistency with the Florida Statutes

With the adoption of LDCPAL-2026-1, these proposed LDC text amendments will be consistent with Chapter 163 of the Florida Statutes.

Comments from Other Agencies: None.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2026-2**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 204, STANDARD LAND USE DISTRICTS, AND SECTION 205, TABLE 2.1, USE TABLE FOR STANDARD LAND USE DISTRICTS OF THE POLK COUNTY LAND DEVELOPMENT CODE; CHAPTER 4, SECTION 401.02, TABLE 4.3, USE TABLE FOR STANDARD LAND USE DISTRICTS FOR THE RONALD REAGAN SELECTED AREA PLAN; CHAPTER 4, SECTION 401.03, TABLE 4.8, USE TABLE FOR U.S. 27 SELECTED AREA PLAN LAND USE DISTRICTS; CHAPTER 4, SECTION 401.04, TABLE 4.12, ALLOWABLE USES FOR US HIGHWAY 98 SAP; AND CHAPTER 4, SECTION 401.08, TABLE 401.08.01, USE TABLE FOR SOUTHEAST POLK SAP TO ACHIEVE CONSISTENCY WITH THE OFFICE CENTER (OC) AND (OCX) FUTURE LAND USE MAP DESIGNATIONS IN THE COMPREHENSIVE PLAN; AMENDING CHAPTER 3, CONDITIONAL USES, SECTION 303, CRITERIA FOR CONDITIONAL USES FOR OFF-SITE AGRICULTURAL SUPPORT ACTIVITIES, CHILDCARE CENTER, FINANCIAL INSTITUTIONS, GOVERNMENTAL FACILITY, RESEARCH AND DEVELOPMENT, SIT-DOWN/TAKE-OUT RESTAURANT, LEISURE/SPECIAL INTEREST SCHOOL, TECHNICAL/VOCATIONAL/TRADE & TRAINING SCHOOL, AND VETERINARY SERVICE TO ACHIEVE CONSISTENCY WITH THE OFFICE CENTER FUTURE LAND USE MAP DESIGNATION AND DEVELOPMENT CRITERIA IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on April 1, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to clarify development parameters of the Office Center (OC) district to implement the policies in the Comprehensive Plan thereby achieving certainty and consistency throughout the code; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

> *NOTE:* The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on April 1, 2026. to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 2, Section 204, Standard Land Use Districts of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change Section 204.B, Non-residential Districts/Activity Centers and Section 204.C, Other Standard Land Use Districts in the following manner:

B. **Non-residential Districts/Activity Centers** (Revised 7/25/01 - Ord. 01-57)

1. Rural Cluster Center (RCC): The purpose of the RCC district is to provide locations in the rural area for the placement of retail and service establishments to accommodate the daily shopping needs of rural residents. The RCC district permits commercial and office uses at an intensity and scale necessary to provide the immediate rural population with retail and personal services, agricultural support uses, and community facilities.
2. Convenience Center (CC): The purpose of the CC district is to provide for the convenience shopping needs of residents within an immediate surrounding area. The CC district permits non-residential uses such as offices, convenience stores, gas stations, dry cleaners and community facilities.
3. Neighborhood Activity Center (NAC): The purpose of the NAC district is to provide for the daily shopping needs of residents within neighborhoods surrounding the center. The NAC district non-residential uses such as offices, grocery stores, drug stores banks and community facilities.
4. Community Activity Center (CAC): The purpose of the CAC district is to provide for shopping needs of residents living within a surrounding community. The CAC district permits special residential development, non-residential uses such as offices, department stores, supermarkets, restaurants and community facilities.
5. Regional Activity Center (RAC): The purpose of the RAC district is to provide for the regional shopping needs of residents. The RAC district permits special residential development, regional shopping centers, other regional attractors and community facilities.
6. ~~Office Center (OC): The purpose of the OC district is to provide areas for small offices. The OC district permits professional offices and some retail uses. All development within the OC requires a Level 3 Review.~~

C. **Other Standard Land Use Districts** (Revised: 3/18/14 - Ord. 14-015; 7/29/02 - Ord. 02-51)

1. Linear Commercial Corridor (LCC): The purpose of the LCC district is to recognize existing linear concentrations of commercial, office, institutional, and industrial uses along roadways.
2. Business Park Center-1 (BPC-1): The purpose of the BPC-1 district is to provide areas for office and business park development. The BPC-1 district permits office, research and development parks, distribution centers and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center.
3. Business Park Center-2 (BPC-2): The purpose of the BPC-2 district is to provide areas for light-industrial activities. The BPC-2 district permits light manufacturing, fabrication, assembly, distribution and wholesaling activities, and some retail uses to support the businesses and activities within the Business Park Center.
4. Commercial Enclave (CE): The purpose of the CE district is to recognize existing concentrations of commercial and office uses located outside of Activity Centers

and Linear Commercial Corridors, whose future development or redevelopment is consistent with the Polk County Comprehensive Plan.

5. High-Impact Commercial Center (HIC): The purpose of the HIC district is to provide areas for non-retail businesses and service establishments that may generate substantial truck traffic, noise, odor, and visual impacts to adjacent properties. The HIC district permits a range of non-residential service establishments and general retail uses to support the businesses and activities.
6. Industrial (IND): The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.
7. Phosphate Mining (PM): The purpose of the PM district is to provide areas for phosphate mining operations, phosphate mining support facilities, and other uses that are compatible with and related to phosphate mining and its allied uses.
8. Leisure/Recreation (L/R): The purpose of the L/R district is to provide for facilities and areas oriented primarily towards providing recreation-related services for residents and short-term visitors.
9. Institutional-1 (INST-1): the purpose of the INST-1 district is to provide for the use and development of lands for private and public service structures with minimal external impacts such as elementary and middle schools, government facilities, cultural facilities, hospitals, and Class I and Class II utilities.
10. Institutional-2 (INST-2): the purpose of the INST-2 district is to provide for the use and development of lands for private and public service structures which are characterized primarily by outdoor activities such as high schools, government vehicle maintenance facilities, Class III utilities, solid waste management facilities, and prisons.
11. Recreation and Open Space (ROS): The purpose of the ROS district is to provide for the use and development of lands and areas which are accessible to the public, and which are oriented towards providing recreational activities and services for County residents and visitors.
12. Preservation Areas (PRESV): The purpose of the PRESV district is to provide for the preservation of public or privately owned preservation areas, either obtained for long-term protective purposes, containing sensitive and unique vegetative or animal habitats, or publicly accessible property intended for long-term open space purposes.
13. Tourism-Commercial Center (TCC): The purpose of the TCC district is to provide areas for tourism activities, recreation, and tourist-related commercial establishments. The TCC district permits commercial amusement activities, lodging facilities, service stations, restaurants, gift shops and ancillary non-residential uses to the tourism industry.
14. Office Center (OC): The purpose of the OC district is to provide areas for small offices. The OC district has professional and medical offices, clinics, personal services and limited low volume retail and service uses.

SECTION 3: Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Agricultural, Off-site – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Hospitals – not permitted
Research and Development - change from C3 to C2 conditional use
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 10,000 – 34,999 sq. ft. – not permitted
Retail, Less than 10,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - add C2 conditional use

SECTION 4: Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the following sub-sections:

Section 303 - Criteria for Conditional Uses

The following land uses are conditional uses and are arranged in alphabetical order for presentation purposes.

…

Agricultural Support Activities, Off-site (Revised 01/30/03 - Ord. 03-14)

1. Within the RS and RCC-R districts, approval of an off-site agricultural support activity shall not impede the orderly development of the surrounding area for residential uses.
2. For all proposed off-site agricultural support facilities, the applicant shall demonstrate a need for the agricultural support facility to be located in the proposed area, and that the proposed agricultural support facility is limited to an intensity and scale necessary to provide support services to agricultural uses within the general support service area.
3. Within OC districts (including OCX), agricultural support activity shall be limited to farm offices.

…

Childcare Center

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. Childcare centers with a licensed capacity of more than 25 children shall not have direct access to a local residential street.
2. A drop-off/pick-up area shall be designated to provide a one-way traffic circulation pattern on the site.
3. There shall be a minimum of 45 square feet of usable, safe outdoor play area per child.

Play area shall be calculated at the rate of 45 square feet per child in any group using the play area at one time. A minimum play area shall be provided for one half of the licensed capacity of the childcare center.

4. The outdoor play area shall be fenced to a minimum height of four feet for childcare centers with a licensed capacity of 25 or fewer children. Those centers with a licensed capacity of more than 25 children shall provide a minimum five foot high fence around the outdoor play area.
5. Development and operation of a childcare center shall conform to the standards contained in the Polk County Child Care Center Regulation (Ord. 87-03, as amended), and all applicable state licensing requirements.
6. Within OC districts (including OCX), childcare centers may be no more than 10% of an office building or 10% of the total building square footage of an office park.

…

Financial Institutions

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. Drive-thrus are not permitted in Office Center (OC) districts.

…

Governmental Facility (Revised 03/19/08 - Ord. 08-005; 06/08/04 Ord. 03-94)

In addition to the applicable district regulations these requirements apply ~~to all new development~~:

1. At a minimum, a visual buffer equal to a Type B buffer (see Section 720) shall be provided between the facility and adjacent residential properties and public roads.
2. All access points shall have at a minimum 50 feet of road frontage and be located on a local commercial or collector road meeting County standards.
3. All structures in residential districts shall be constructed in character with the adjacent neighborhood.
4. All structures in residential districts shall limit any on-site lighting in character with adjacent neighborhoods.
5. Government facilities shall be limited to government offices in Office Center (OC) (including OCX) districts.

…

Research and Development (Revised 5/1/18 - Ord. 18-025; 4/4/02 - Ord. 02-17)

In addition to the applicable district regulations these requirements apply ~~to all new development~~:

~~1. Within existing BPC and IND land use districts~~
   ~~a. All proposed uses and structures shall support the surrounding facilities.~~
   ~~b. All structures shall not exceed fifteen percent of the existing BPC or IND land use.~~
~~2. All structures shall connect to water and sewer facilities.~~
~~3. Research and Development may be permitted within the LCC district as infill when there is an existing Research and Development use on at least two sides of the subject site.~~

~~Additionally, all development within the LCC district shall comply with Section 205 H. of this Code as applicable.~~

1. All activity shall be conducted within enclosed structures in BPC and OC (including BPCX and OCX) districts.

…

Restaurant, Sit-down/Take-out (Revised 11/16/10 - Ord. 10-079; 4/4/02 - Ord. 02-17)

In addition to all applicable regulations the following standards shall apply:

1. Within existing BPC and IND land use districts:
   a. All proposed uses and structures shall support the surrounding facilities.
   b. All structures shall not exceed fifteen percent of the existing developed BPC or IND land use, and the restaurant is an accessory use that supports an existing BPC or IND use.
2. All structures shall connect to water and sewer facilities.
3. All on-site garbage collection facilities shall be screened from any adjacent property.
4. Within OC districts (including OCX), Restaurant, Sit-down/Take-out uses shall comprise no more than ~~20~~ 10 percent of ~~the overall district~~ an Office Park.

…

School, Leisure/Special Interest (Revised 08/05/2014 - Ord. 14-045;12/28/01 - Ord. 01-92)

In addition to the applicable district regulations these requirements shall apply ~~to all new and existing developments proposing to add a leisure/Special Interest School~~:

1. In residential districts, leisure/special interest schools shall be accessory to multi-family developments limited to no illuminated signage and placed in a location subordinate and incidental to the development such as a clubhouse, community room, meeting place or recreational facility.
2. In residential districts, leisure/special interest schools shall be considered home occupations (See Section 206 E., Accessory Uses) if instruction is provided within an occupied residence and for no more than four (4) pupils at a time. Otherwise, a Level 3 Review shall be required.
3. In non-commercial districts hours of operation shall be limited on a case by case basis.
4. There shall be at a minimum 50 feet road frontage, and all access points shall be on a collector road or better if use generates 50 or more Average Annual Daily Trips (AADT). If the Leisure/Special Interest School generates more than 50 AADT based on the Institute of Traffic Engineers (ITE) Rate-Land Use Code, the applicant has the option to provide a detailed study demonstrating that a lower trip generation rate can be achieved. The methodology shall be subject to approval by the Polk Transportation Planning Organization (TPO) and follow the guidelines as set forth in Appendix "C" of this Code.
5. All proposed parking facilities shall be setback at least 25 feet from adjacent residential property.
6. Overflow parking shall be provided if performances are given within the facility; however, design and composition may be based on the frequency of events, location and character of the surrounding area.

7. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

School, Technical/Vocational/Trade & Training (Revised 04/13/05 - Ord. 05-01; 12/28/01 - Ord. 01-92)

In addition to the applicable district regulations, the following standards shall apply:

1. The classes shall be located where the applicable activity being taught is permitted. (e.g., a trade school with instruction in machinery repair shall only be allowed where machinery repair is permitted); and
2. Outdoor activity shall provide a minimum Type B Buffer between abutting residential districts.
3. Applicants for schools proposed in A/RR Districts Shall provide adequate and sufficient justification to demonstrate why a specific location is necessary as it pertains to the instruction provided.
4. Facilities incorporating uses that emit excessive noise, light, odor, dust, gas, or vibration shall be adequately buffered and setback from property lines in order to mitigate offsite disturbances or nuisance.
5. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

~~**School, Training** (Revised 04/13/05 - Ord. 05-01; 12/28/01 - Ord. 01-92)~~

~~In addition to the applicable district regulations, the following standards shall apply:~~

~~1. The classes shall be located where the applicable activity being taught is permitted (e.g., truck driving school shall be allowed in the districts where motor freight terminals are permitted); and~~
~~2. Outdoor activity shall provide a minimum Type B buffer between abutting residential districts.~~
~~3. Applicants for schools proposed in A/RR Districts Shall provide adequate and sufficient justification to demonstrate why a specific location is necessary as it pertains to the instruction provided.~~
~~4. Facilities incorporating uses that emit excessive noise, light, odor, dust, gas, or vibration shall be adequately buffered and setback from property lines in order to mitigate offsite disturbances or nuisance.~~

…

Veterinary Service (Rev 8/15/07 - Ord. 07-44; 01/30/03 - Ord. 03-14)

In addition to the applicable district regulations ~~in Table 2.2~~, the following standards shall apply:

1. All new veterinary service facilities shall be adjoining the right-of-way of an arterial or paved collector road.
2. All new facilities shall be located no closer than 25 feet from any property boundary adjacent to residential districts (RL, RM, RH, RS, RCC-R).
3. In Office Center (OC) districts, veterinary services shall be limited to stand-alone structures that are separated a minimum of 25 feet from the property lines as well as another structure on site.
4. In OC districts, veterinary services shall be limited to animals of less than 200 pounds of

weight.

5. In OC districts, veterinary services shall require a Level 3 Review if any structure is within 120 feet of a residential structure.

6. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

…

SECTION 5: Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the **Ronald Reagan Selected Area Plan**, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Funeral Home and Related Facilities – change from C3 to C2 conditional use
Government Facility - change from C3 to C2 conditional use
Hospitals – not permitted
Recreation & Amusement Intensive – not permitted
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - change from C3 to C2 conditional use

SECTION 6: Chapter 4, Section 401.03, Table 4.8, Use Table for **U.S. 27 Selected Area Plan** Land Use Districts, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Childcare Center – change from C3 to C2 conditional use
Emergency Shelter, Large (15 more residents) – not permitted
Financial Institution – change from permitted to C1 conditional use
Government Facility - change from C3 to C2 conditional use
Research and Development - change from C3 to C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted

SECTION 7: Chapter 4, Section 401.04, Table 4.12, Allowable Uses for **US Highway 98 SAP**, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Agricultural, Off-site – change from C3 to C2 conditional use
Childcare Center – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Printing and Publishing - change from C3 to C2 conditional use
Research and Development - change from C3 to C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - change from C3 to C2 conditional use
School, Technical/Vocational/Trade & Training - add C2 conditional use

SECTION 8: Chapter 4, Section 401.08, Table 401.08.01 Use Table for SE Polk SAP, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi Family (5 units or more per building) – not permitted
Agricultural, Off-site – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Recreation & Amusement, General – not permitted
Research and Development - change from C3 to C2 conditional use
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - add C2 conditional use

SECTION 9: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 10: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

Polk County

Board of County Commissioners

Agenda Item N.3. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCPAS-2025-37 Hwy 17 92 LCC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±1.32 acres from Leisure/Recreation (LR) to Linear Commercial Corridor in the Urban Growth Area (UGA). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located south of Old Haines City Lake Alfred Road, east of Willow Road, west of Lake Lowery Road, north of US Highway 17/92 (State Road 600), and north of the City of Lake Alfred, in Section 27, Township 27, Range 26. State law requires one Planning Commission hearing, which was held March 4, 2026, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

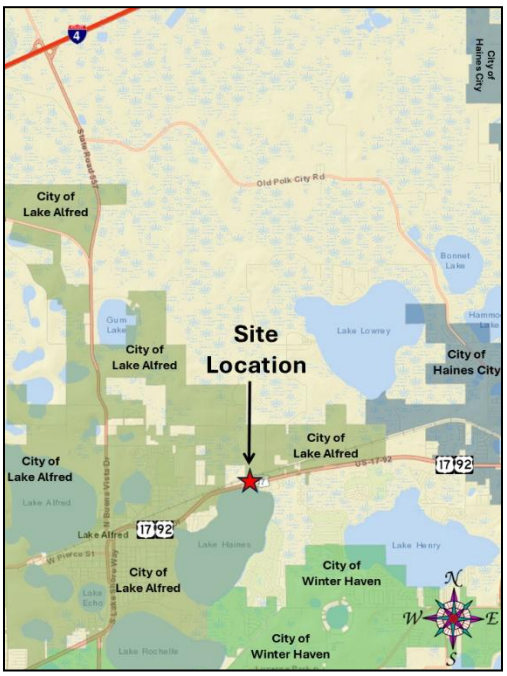
No Fiscal Impact

CONTACT INFORMATION

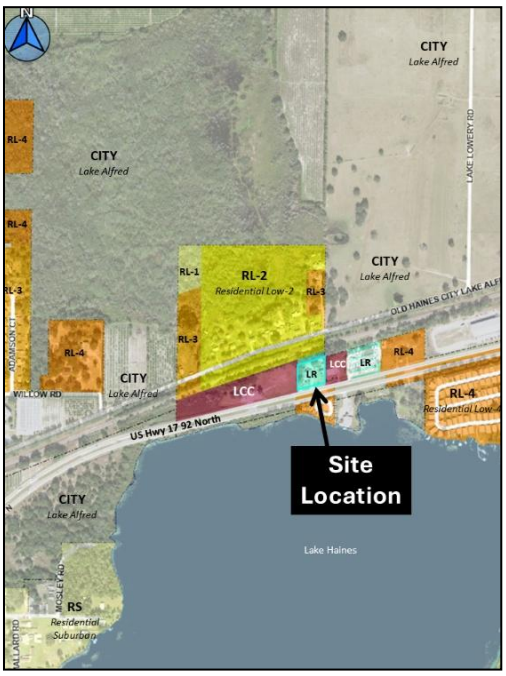
Andrew Grohowski, Planner II
Land Development
(863) 534-7515
andrewgrohowski@PolkFL.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 8, 2026
Planning Commission Date:	March 4, 2026
BoCC Dates:	April 21, 2026
Applicant:	Tom Wodrich, TDW Land Planning
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-37; Hwy 17/92 CPA
Request:	A Future Land Use designation change from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC)
Location:	South of Old Haines City Lake Alfred Road, east of Experiment Station Road, west of Lake Lowery Road, north of US Highway 17/92, and northeast of the City of Lake Alfred, in Section 27, Township 27, Range 26.
Property Owner:	Fortress Property Management Group LLC
Parcel Size:	±1.32 acres (262727-490100-000503)
Development Area/Overlays:	Urban Growth Area (UGA)
Future Land Use:	Leisure/Recreation (LR)
Nearest Municipality	Lake Alfred
DRC Recommendation:	Approval
Planning Commission Vote:	Pending
Case Planner:	Andrew Grohowski, Planner II



Location



Current Future Land Use

Summary

The applicant, Tom Wodrich of TDW Land Planning, is requesting a Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on an approximately 1.32-acre parcel, from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC) in the Urban Growth Area (UGA). The subject site is located south of Old Haines City Lake Alfred Road and a CSX rail line, east of Willow Road, west of Lake Lowery Road, north of US Highway 17/92 (State Road 600), and north of the City of Lake Alfred. The applicant is requesting a change in land use to allow for commercial development.

The property to the west was for a similar request to change the FLU designation from LR to LCC on about 1.58 acres and received approval by the Board on October 15, 2024 (LDCPAS-2024-6). The adjacent properties to the east and west are both designated LCC making the request consistent with infill per Policy 2.111 of the Comprehensive Plan. Staff has reviewed the request and finds it is consistent with the Comprehensive Plan policies and is compatible with the surrounding land uses and infrastructure.

Compatibility Summary

LCC provides for a wide variety of commercial development to occur that would not be allowed within LR. As this site sits along a Principal Arterial Road, it serves as an ideal location for additional commercial use. Surrounding the site is general mercantile to the west known as Copales Market and two RV parks further east and south along US Highway 17/92. Residential Low-2 is to the north with single-family residences buffered from the site by an existing rail line. The site had a former motel constructed in the 1940s and currently sits vacant.

Infrastructure Summary

The proposed CPA is not anticipated to degrade the Level-of-Service (LOS) standards for transportation, schools, utilities, and public safety facilities. The subject site will utilize the same public safety facilities as the existing LR designation. The closest city park is Lake Swoope Park about 1.08 miles northwest of the site. School service will most likely not be impacted as LCC does not typically develop residentially. The proposed LCC FLU designation may generate more trips and more water and wastewater than LR. However, the additional trips are not anticipated to degrade the LOS and final concurrency will be established during the later development stage. The City of Lake Alfred provides utility services to the area however, water and wastewater lines are south of US Highway 17/92. Connection will be determined at the time of Level 2 review to ensure the UGA criteria for utilities are being met. Capacity information is not available since it is provided by a separate municipality.

Environmental Summary

The proposed request is not anticipated to have a negative impact upon the environmental features present on the subject site. There are no apparent surface water features or wetlands found on the subject site and does not sit within Flood Zone “A” or “AE”. The soil onsite is Tavares fine sand which does not pose limitations for the proposed request. No historical or archaeological sites have been identified on the subject site. The distances from airports and well sites are suitable. According to Polk County Endangered Habitat Maps, the property is not located within a one-mile radius of an endangered species sighting or historical documentation.

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.105(A1-A5): Urban Growth Area (UGA)
- Policy 2.113(A1-A5): Linear Commercial Corridor (LCC)

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for a Future Land Use designation change from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC) on a ±1.32 acres parcel.

- The subject site is within the Urban Growth Area (UGA).

- The old zoning for this parcel was originally C-3 Commercial use. The existing motel on the site was constructed in 1940 per the Property Appraiser's website and currently sits vacant. An associated bath house was constructed in 1977.

Compatibility

- The existing uses surrounding the site are:
    - North – RL-2; detached single-family residential
    - West – LCC; commercial
    - East – LCC; retail
    - South – RL-4; RV park

- The existing Future Land Use designation surrounding the site are Residential Low-2 (RL-2) to the north, Residential Low-4 (RL-4) to the south, Linear Commercial Corridor (LCC) to the east and west. City of Lake Alfred limits are abutting the site to the northeast.

- The property directly to the west received approval for a similar request from LR to LCC on ±1.58 acres in October 2024 (LDCPAS-2024- 6).

- US Highway 17/92 (SR 600) is a Principal Arterial Road.

Infrastructure

- The zoned schools for the site are Lake Alfred Elementary, JL Stambaugh Middle, and Auburndale Senior High School.

- Fire and Ambulance responses are from Polk County Fire Rescue Station 36 located at 300 North Seminole Ave in Lake Alfred. The travel distance is approximately 2 miles driving distance from the site with an estimated four (4) to five (5) minute response time.

- The subject site is within the Central District Command Area for the Sheriff's office which is located at 3635 Avenue G Northwest in Winter Haven. The travel distance is approximately eight and a half (8½) miles driving distance from the site.

- The subject site is not within a Utility Service Area for water or wastewater. There is an existing well and septic on site.

- The subject property has ±257 feet of frontage on US Highway 17/92 (State Road 600), which is four lane divided Principal Arterial roadway with paved shoulders. There is about 24 feet of pavement width in each direction. Level of Service is currently showing as a "C" and has available capacity.

- No public sidewalks front US Highway 17/92.

- The Route 15 Winter Haven/Haines City bus route travels on US Highway 17/92 with a bus stop being directly in front of the property (Stop 208).

- The nearest city neighborhood park is Lake Swoope Park about 1.08 miles northwest of the site.

Environmental

- There are no surface waters on the subject site. The elevation on the property starts at 134 feet near the center of the subject site, and slopes downward between 131 to 133 on the west, south, and east sides. The topography slopes slightly upward to 135 feet near the northern property boundary.

- The subject site does not contain wetlands but does have Flood Zone "X5" on the southeasternmost corner. This indicates a 0.2 percent chance of a flood hazard on an annual basis.

- The soil type for the parcel is entirely composed of Tavares fine sand, 0 to 5 percent slopes, and is considered to have "moderate" characteristics for septic tank absorption fields and "slight limitations" for small commercial buildings, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

- According to Florida Natural Areas Inventory Biodiversity Matrix, the property is not located within a one-mile radius of a past endangered species sighting (Source: Florida Natural Area Inventory, Florida Conservation Lands, 2025).

- There are no known archeological or historical resources on the subject site, according to the Secretary of State's Department of Historical Resources Florida Master Site File.

- There are no conservation easements within a mile of the site. The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

- The subject site is not within a Wellhead Protection district. However, there is a small wellfield just to the northwest of the subject site within the Lake Alfred city limits.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future

Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided.
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
    1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
    2. sanitary sewer and potable water service;
    3. storm-water management;
    4. solid waste collection and disposal;
    5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
    6. emergency medical service (EMS) provisions; and
    7. other public safety features such as law enforcement;
    8. schools and other educational facilities
    9. parks, open spaces, civic areas and other community facilities
  f. environmental factors, including, but not limited to:
    1. environmental sensitivity of the property and adjacent property;
    2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
    3. wetlands and primary aquifer recharge areas;
    4. soil characteristics;
    5. location of potable water supplies, private wells, public well fields; and
    6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

- a. complement the TSDA in guiding growth, while promoting orderly and compact development;
- b. be located contiguous to the TSDAs or a municipality as they represent the expansion areas;
- c. be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;
- d. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;
- e. include development criteria that:
    1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;
    2. improve access to employment areas, schools, shopping and recreational opportunities;
    3. support the preservation of open space and natural areas;
    4. reduce capital and operating cost for the provision of infrastructure and public services.

- POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs:
    - a. ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
    - b. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.
    - c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:
    - a. connect to centralized potable water;
    - b. connect to centralized sanitary sewer systems if available.
    - c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
    - d. promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;
    - e. promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;
    - f. provide access to civic space, parks, green areas, and open space and other amenities;

- g.be supported by public safety (i.e., fire, EMS and law enforcement);
- h. have access to public schools;
- i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;
- j. encourage the inclusion of a variety of housing choices and mixed uses; and
- k. additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);

- POLICY 2.111-A1: CHARACTERISTICS - Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some Linear Commercial Corridors may contain existing industrial uses. For parcels with LCC land use designation in the TSDA and/or TCCO, development and redevelopment of areas may also include stand alone residential and mixed use structures.

- POLICY 2.111-A3: LOCATION CRITERIA - Expansion of an LCC shall be limited to infill development. **Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development**. The extension (along the road) or establishment of new LCC strips shall not be permitted, except to recognized legitimate errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS.

- POLICY 2.111-A4: DEVELOPMENT CRITERIA - Development or redevelopment within a Linear Commercial Corridor shall conform to the following criteria:
  - a. Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway. New industrial and High-Impact-Commercial-type (HIC) development shall be limited to in-filling existing industrial/HIC areas, and new industrial/HIC development shall not extend or expand these industrial/high-impact areas.
  - b. New development or redevelopment of non-residential uses within a Linear Commercial Corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment of non-residential uses adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.
  - c. Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive use land use, and shall not be separated from that use by an arterial or collector road, or a natural or man-made barrier which makes the step-down use unnecessary.
  - d. New development or redevelopment within a Linear Commercial Corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.

- e. Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.
- f. Where the LCC abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment of non-residential development adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.
- g. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions.
- h. The maximum floor area ratio shall not exceed 0.35 for non-residential development.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS-2025-37.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.*

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 to follow lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1

Northwest: Residential Low-2 (RL-2) Single-family residences, CSX rail line	**North:** Residential Low-2 (RL-2) Single-family residences, CSX rail line	**Northeast:** City of Lake Alfred Vacant, CSX rail line
West: Retail Store (LCC) (LDCPAS-2024-6)	**Subject Property:** Leisure/Recreation (LR) Vacant motel & single-family residence	**East:** Linear Commercial Corridor (LCC) Commercial building
Southwest: Cit of Lake Alfred Lake Haines	**South:** Residential Low-4 (RL-4) Recreational Vehicle Park (LIC-H-1054)	**Southeast:** City of Lake Alfred Vacant restaurant

Source: Polk County Geographical Information System and site visit by County staff

The subject property is an isolated 1.23-acre of Leisure/Recreation Future Land Use designation. The site is adjacent to LCC designated properties to the east and west, a railroad is along the immediate northern boundary with single-family residences further to the north. The City of Lake Alfred is adjacent to the site at the northeastern corner. Currently the property sits vacant with a former hotel constructed in 1940 and associated bathhouse in 1977. The immediate area is mostly undeveloped, with the exception of a retail store, Copales Market, and associated outdoor display to the west. That property received approval for a similar amendment from LR to LCC on 1.58 acres in October 2024 (LDCPAS-2024- 6). To the south is a recreational vehicle park, known as "Friendly RV Park." The park was approved for 19 RV spaces and 1 mobile home space in 1978. The current property owners purchased the subject site through a Warranty Deed in April 2012 according to the Property Appraiser (O.R. Book 8620, PG 1366).

Compatibility with the Surrounding Uses, Environment, and Infrastructure

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The adopted definition for compatibility states it is "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses:

The purpose of Urban Growth Area (UGA) is to serve as a foundation from which a future urban pattern is established, and to provide future areas for development at urban densities and intensities. UGA's are areas within the County that, at a minimum, are currently served, or are programmed within the applicable Comprehensive Plan Capital Improvement Program to be served within years 10 through 20 of the Comprehensive Plan's planning period. UGA's are also supported by, or programmed to be supported by, other services typically found to accompany urban development such as public safety services, an urban road network, and developed parks.

Commercial uses currently exist to the west and east sides of the subject site, where both land uses are also LCC. To the north is an active CSX rail line that spans 200 feet of right-of-way (ROW). Further north across the rail line are single family residences. South of US Highway 17/92 is a RV park and Haines Lake within city limits. The City of Lake Alfred abuts the northeastern corner of the site. From a larger perspective, the site is surrounded by City limits that encompass all directions. Further north toward Lake Lowery Road, the City has approved new single-family development. Currently, the site sits vacant with remnants of a former commercial use (hotel) constructed in 1940 that was designated LR on the land use map. The prior use is an allowable non-residential use in the LCC land use designation as well as the current LR. Given LCC abuts the site to the east and west, the requested land use map amendment is consistent with infill criteria policies outlined in Policy 2.111-A3 of the Comprehensive Plan.

B. Infrastructure:

While the County does not provide water or sewer service to the subject property, the City of Lake Alfred provides utilities in the surrounding area. Wastewater and potable water connections are available, but the site will find the feasibility to connect difficult. It is close to a general mercantile store to the west, abuts a bus stop, and has about 257 feet of frontage on US Highway 17/92, a Principal Arterial roadway. There is available transportation capacity on the surrounding roadway network. Public safety response times are normal. The given request is non-residential and will not trigger school concurrency. There are a number of different types of recreation available offered nearby within City limits.

C. Environmental:

The site has no apparent environmental limitations. The soil onsite is Tavares fine sand which does not pose limitations for the proposed use. There are no floodplains or wetlands apparent on the site. The site is in an open drainage basin known as Lake Fannie Outlet that feeds into the surrounding natural lakes. The site is not located within an Airport Impact District or overlay for flight path and height restrictions.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property site are listed in Table 2 below. The proposed request will most likely generate zero (0) students as Linear Commercial Corridor does not usually develop residential other than multi-family.

Table 2

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Distance From Subject Site
Lake Alfred Elementary (Zoned)	0 students	102%	±2.0 mile driving distance
JL Stambaugh Middle (Zoned)	0 students	85%	±6.2 miles driving distance
Auburndale High School (Zoned)	0 students	74%	±6.1 miles driving distance

Source: Polk County School Board, Duncan Associates Educational Facility Impact Fee Study, GIS

Nearest Sheriff, Fire, and EMS Station

Fire and EMS response to this project is from Polk County Fire Rescue Station 36, located at 3000 North Seminole Avenue in Lake Alfred. The travel distance is under 2 miles with an average response time of 4-5 minutes. Fire Station 36 is staffed 27/7 with career firefighters and augmented by response from other similarly staffed county fire stations and through interlocal mutual aid agreements with the surrounding municipalities. There are no fire hydrants within the immediate area, which will need to be addressed in the future.

Sheriff's response to the site is served by the Central District, located at 3635 Avenue G Northwest in Winter Haven. The response times for the Central District were: P1 – 8:04 minutes; P2 – 24:25 minutes. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the district. The facilities are within appropriate distances to the subject site for an urban area.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Central District (3635 Avenue G Northwest, Winter Haven)	±8.4 miles	P1: 8:04 minutes P2: 24:25 minutes
Fire/EMS	Polk County Fire Rescue Station 36 (300 North Seminole Avenue, Lake Alfred)	±1.87 miles	4-5 minutes

Source: Polk County Sheriff's Office and Public Safety for January 2026; Polk County Fire Rescue Response Times for January 2026
**Response times are based on when the station receives the call and not from when the call is made to 911.*

Water and Wastewater Demand and Capacity

The subject site does not sit within a Utility Service Area for the County. The City of Lake Alfred has provided potable water service in the surrounding area since before the adoption of the Comprehensive Plan. Services are available on the south side of US 17/92, according to the applicant's Impact Assessment Statement (IAS). The UGA requires connection to water and wastewater, whether or not the property is within the LR or LCC land use designation. The applicant may demonstrate a waiver to these criteria given the significant costs to extend the lines.

A. Estimated Demand and Service Provider:

According to the applicant's IAS, the City of Lake Alfred has a 12-inch sewer main and 10-inch potable water main on the south side of US 17/92. Should utility improvements occur, Table 4 estimates the impact to potable water and wastewater services based upon the buildout for the proposed FLU on the subject site.

Table 4

Subject Property	Estimated Impact Analysis	
±1.32 acres *LR*	**Maximum Permitted in Existing Land Use** (*LR*)	**Maximum Permitted in Proposed** (*LCC*)
Permitted Intensity	±1.32 acres X 10 du/ac = 13 du	±1.32 acres (57,500 sq ft) X 0.35 FAR = 20,125 sq ft
Potable Water Consumption (GPD)	13 du X 198 GPD/du = 2,574 GPD	20,125 sq ft X 0.22 GPD/sq ft = 4,428 GPD
Wastewater Generation (GPD)	2,574 GPD X 80% = 2,059 GPD	4,428 GPD X 80% = 3,543 GPD

Source: Estimating Maximum Feasible Buildout for Comprehensive Plan Amendment Evaluation, LR in the UGA shows a max of 10 du/ac with 198 GPD per du for water and 80% Wastewater for RV Park, and LCC in the UGA is 0.35 FAR and 0.22 GPD for Water, 80% Wastewater for Department Store.

B. Available Capacity:

The City has not provided the available capacity of their plant. Connection to the City of Lake Alfred utilities are expected to extend under US 17/92. The applicant may request a waiver to these connection or requestions in the Comprehensive Plan and Land Development Code.

C. Planned Improvements:

There are no known improvements scheduled at this time.

Roadways/Transportation Network

There are more than adequate transportation facilities to accommodate an LCC designation on this approximately 1.32 acres. The surrounding roadway network has ample capacity remaining to accommodate maximum buildout. A bus stop is directly in front of the property known as Route 15 or the Winter Haven/Haines City line.

A. Estimated Demand

Looking at the maximum buildout of the highest intensity use possible provides the analysis in Table 5 to follow:

Table 5

Subject Property	Estimated Impact Analysis	
±1.32 acres *LR*	**Maximum Permitted in Existing Land Use** (*LR*)	**Maximum Permitted in Proposed** (*LCC*)
Permitted Use	±1.32 acres X 10 du/ac = 13 du	±1.32 acres (57,500 sq ft) X 0.35 FAR = 20,125 sq ft / 1,000 = 20.12 sq ft
Average Annual Daily Trips (AADT)	13 du X 1.04 AADT X 1 = 14 AADT	20.12 sq ft X 26.93 AADT X 0.76 = 412 AADT
PM Peak Hour Trips	13 du X 0.09 PM X 1 = 2 PM Peak	20 sq ft X 3.4 PM X 0.76 = 52 PM Peak

Source: Polk County Concurrency Manual, Campground/Recreational Vehicle Parks for LR , 1.04 AADT and 0.09 PM Peak Hours (100% new trips). For LCC, most likely use was Department Store per Concurrency Manual, so 26.93 AADT and 3.4 PM Peak Hours (76% new trips).

B. Available Capacity:

There is available traffic capacity in the network to accommodate more development at this location. Surrounding roadway networks in the immediate area are within minimum Level of Service (LOS) standards. Table 6 below displays the available capacity on the surrounding roadway network.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard	Projected Five Year LOS
5017N	US 17/92 From: Pomelo Street To: US 27	C	855	D	C
5017S	US 17/92 From: US 27 To: Pomelo Street	C	900	D	C
8095E	Old Haines City Lake Alfred Road From: US 17/92 To: US 17/92	C	724	E	C
8095W	Old Haines City Lake Alfred Road From: US 17/92 To: US 17/92	C	721	E	C
4173N	CR 557/Pomelo Street From: US 17/92 To: I-4	B	2,508	D	B
4173S	CR 557/Pomelo Street From: I-4 To: US 17/92	B	2,477	D	B
5108N	US 27 From: US 17/92 To: CR 17	C	82	D	F
5108S	US 27 From: CR 17 To: US 17/92	C	198	D	F

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January, 2025

C. Roadway Conditions:

US Highway 17/92 (State Road 600), which runs west to east along the frontage of the subject site, is a Principal Arterial Road with paved shoulders, with a median running along the middle of the road, and 24 feet of pavement width on each side. Level of Service is currently showing as a "C" and has available capacity. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network:

There are old sidewalks internal to the subject site but are dilapidated and do not facilitate connectivity to adjacent properties or uses. There is currently no sidewalk along US Highway 17/92.

E. Mass Transit:

The Route 15 Winter Haven/Haines City bus route travels on US Highway 17/92 with the nearest stop directly in front of the subject property (Stop 208).



F. Planned Improvements:

There are currently no planned County improvements along any of the traffic links. US Highway 27 is maintained by FDOT and is currently being reassessed for its predicted capacity.

Park Facilities and Environmental Lands

The subject site is near the city limits of Lake Alfred. Therefore, many of the park facilities nearby fall within city limits. A large 40-acre city park in Lake Alfred is under preliminary design phases and is tentatively named "20-acre" park. The new facility will be about 5.5 miles from the subject site. City parks include Lake Swoope, a veteran's memorial, and boat ramp all within 2½ miles from the site. The 111-acre Mackay Gardens and Lakeside Preserve as well as the Chain of Lakes Trail offer unique recreational opportunities in Lake Alfred. There are no conservation easements on the property.

A. Location:

The closest park to the subject property is Lake Swoope Park at the intersection of Lake Swoope Drive and East Midway Avenue, approximately 1.08 miles northwest. In the same area, Albertus Maultsby Community Center at 655 3rd Street North in Lake Alfred is about 2 miles northwest. Another city park, Frank C. Gardner Park, is 2.3 acres and contains a Purple Heart Memorial added in 2015. The park is about 1.7 miles to the west along the same roadway as the subject site. Lake Haines Boat Ramp allows public access at 725 East Haines Boulevard in Lake Alfred about 1.4 miles away.

B. Services:

Lake Swoope Park consists of covered picnic tables and a single dock with fishing access to Lake Swoope. Albertus Maultsby Community Center offers a basketball court. There is also a playground with a covered area, a pavilion and basketball courts.

C. Multi-use Trails:

The closest trail is the Winter Haven to Lake Alfred Trail, also known as the Chain of Lakes Trail. It is a 4.7-mile paved multi-use path which opened in 2008 with help from the Internal Improvement Trust Fund (IITF).

D. Environmental Lands:

The Mackay Gardens and Lakeside Preserve is the closest environmental land holding, about 2.7 miles travel distance away. The 111-acre property was purchased in 2004 with funds from the Florida Community Trust Florida Forever program. There is public access to nature and fitness trails, restrooms, a historic residence, and a small boardwalk that spans along the northern shoreline of Lake Rochelle.

D. Planned Improvements:

While the County has no planned improvements in the area, the City of Lake Alfred is proposing a "20-acre park" to the north side of its city limits. According to the city's 2025 Parks and Recreation Master Plan, the site is located of Old Lake Alfred Road and will be about 5.5 miles northwest from the subject site. The park is in the initial concept and design phase as of 2025 and intends to have amenities such as playgrounds, a dog park, boardwalk trails, a baseball field, and basketball courts.

Environmental Conditions

A. Surface Water:

There are no surface waters on the subject site. The elevation on the property starts at 134 feet near the center of the subject site, and slopes downward between 131 to 133 on the west, south, and east sides. The topography slopes slightly upward to 135 feet near the northern property boundary.

G. Wetlands/Floodplains:

The subject site does not contain wetlands but does partially reside within flood zone X5 on the southeast corner. According to current FEMA publications, this area has a 0.2 percent chance of a flood hazard annually. This flood zone is not anticipated to hinder any development approval from a County perspective according to LDC Section 630.

C. Soils:

According to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey, the subject site is comprised of Tavares Fine Sand. This soil type has slight limitations for wetness affecting building sites. Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual. Connection to public water and sewer will be impacted on proposed development, costs of connection and any ___ waivers to connection.

Table 7

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Small Commercial Buildings**	**% of Site** *(approximate)*
Tavares fine sand, 0 to 5 percent slopes	Moderate: wetness	Slight	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species:

According to Polk County Endangered Habitat Maps, the subject site does not sit within a zone where any protected species have been documented or observed.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no known historical or archeological resources onsite or listed in the Florida Master Site File.

F. Wells (Public/Private):

The subject site is not located within a wellhead protection area

G. Airports:

According to the Polk County Airport Impact Districts Map, the subject property is not located within any Airport Buffer Zones for flight path and height restrictions.

H. Polk Green Districts and Conservation Easements

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. There are no conservation easements within one mile of the subject site.

Economic Factors:

The site was developed with a motel and was therefore designated L/R on the land use map, but economic and market conditions have changed over the decades and the existing hotel may no longer be as viable as in the past. Notably, the hotel use is an allowable non-residential use in the LCC land use designation. The LCC will offer a range of uses that permit the hotel as well as other commercial uses consistent with the other adjacent LCC and may offer new development opportunities.

Consistency with the Comprehensive Plan

The following policies in Table 8 have been included as being the most relevant policies to the proposed request. The policy is first stated and then an analysis of how the request may or may not be consistent with the County's Comprehensive Plan is provided. The policies reviewed are as follows:

- Section 2.102 – General Growth Management policies
- Section 2.105 – Urban-Growth Areas (UGA) policies
- Section 2.111 – Linear Commercial Corridors

Table 8

Comprehensive Plan Policy	Consistency Analysis
Policy 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The subject site directly accesses a Principal Arterial Road to the south, and a railroad to the north, and near other non-residential development along US 17/92.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	Commercial uses are not out of compatibility with the area as there are other commercial uses to the west. The site consists of a former commercial use (hotel). The subject site does abut the city of Lake Alfred city limits to the northeast. The site directly accesses a Principal Arterial Road, US Highway 17/92.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	The subject site is in a transitional area near the city of Lake Alfred. The IAS states there is City water and sewer lines across Highway 17/92. There is a bus stop directly in front of the subject site.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The timing is consistent with the growth in the area as the surrounding sites are already designated for a variety of uses. Nothing is currently on the site, but the adjacent sites are developed with commercial or leisure uses.
Policy 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided; b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to mass transit, sidewalks, trails and bikeways; 2. sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities.	The location is near the city limits of Lake Alfred near a multitude of uses surrounding the site. There are residential developments near the subject site to the north across the railroad tracks, with two separate RV parks to the south and east of the site. The site is nearby populated areas with the closest being 0.5 miles to the west of the subject site within Lake Alfred. Fire and Sheriff are close by with normal response times. The overall parcel does not contain wetlands, and is partially within flood zone X5 on the southeastern corner. The site directly accesses a Principal Arterial Roadway.

The table to follow provides a brief breakdown of Section 2.105 Urban Growth Area (UGA) policies that are most pertinent to this request.

Table 9

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall: a. complement the TSDA in guiding growth, while promoting orderly and compact development; b. be located contiguous to the TSDAs or a municipality as they represent the expansion areas; c. be supported by existing or planned urban type services that are programmed for the 20-year planning horizon; d. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs; e. include development criteria that:1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;2.improve access to employment areas, schools, shopping and recreational opportunities;3.support the preservation of open space and natural areas;4.reduce capital and operating cost for the provision of infrastructure and public services.	The subject site has typical characteristics found for UGAs. The City of Lake Alfred abuts the site to the northeast, a bus stop is located along the property's frontage along US Highway 17/92, and urban level services including City parks and downtown Lake Alfred are located less than 2 miles to the west. Public Safety is readily available nearby.
POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs: a. ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria. b. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria. c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.	Linear Commercial Corridor is permitted in the UGA. The site is not within a Utility Service Area but the City has water and sewer lines to the south across US Highway 17/92. Water and wastewater connection is required in the UGA. And the applicant will be required to demonstrate consistency with the UGA Development Criteria. A waiver to public water and sewer connection is possible due to limited circumstances if the applicant can demonstrate that feasibility of extending these lines across US 17/92 is cost prohibitive. There are no public sidewalks that run along US Highway 17/92, a Principal Arterial Road. While it will have access to public schools, commercial uses do not usually generate students. Schools should not be impacted and mitigation efforts will not be necessary with the Polk County School Board.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code: a. connect to centralized potable water; b. connect to centralized sanitary sewer systems if available. c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element; d. promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element; e. promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings; f. provide access to civic space, parks, green areas, and open space and other amenities; g.be supported by public safety (i.e., fire, EMS and law enforcement); h. have access to public schools; i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas; j. encourage the inclusion of a variety of housing choices and mixed uses; and k. additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);	

The table to follow provides a brief breakdown of Section 2.111 Linear Commercial Corridors policies that are most pertinent to this request.

Table 10

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.111-A1: CHARACTERISTICS - Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some Linear Commercial Corridors may contain existing industrial uses. For parcels with LCC land use designation in the TSDA and/or TCCO, development and redevelopment of areas may also include stand alone residential and mixed use structures.	Future Land Uses to the west and east of the subject site are consisting in use to the LCC being requested in that commercial or non-residential uses such a retail store, are already found nearby.
POLICY 2.111-A3: LOCATION CRITERIA - Expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development. The extension (along the road) or establishment of new LCC strips shall not be permitted, except to recognized legitimate	The request is consistent with the infill policies for Linear Commercial Corridor. Infilling this site with LCC will allow for an expanded commercial use along a Principal Arterial Road and it will only be at the depth that will bring the site into consistency. The western and eastern boundaries are already designated LCC and this change would make the site uniform.

Table 10

Comprehensive Plan Policy	Consistency Analysis
errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS.	
POLICY 2.111-A4: DEVELOPMENT CRITERIA - Development or redevelopment within a Linear Commercial Corridor shall conform to the following criteria: a. Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway. New industrial and High-Impact-Commercial-type (HIC) development shall be limited to in-filling existing industrial/HIC areas, and new industrial/HIC development shall not extend or expand these industrial/high-impact areas. b. New development or redevelopment of non-residential uses within a Linear Commercial Corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment of non-residential uses adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development. c. Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive use land use, and shall not be separated from that use by an arterial or collector road, or a natural or man-made barrier which makes the step-down use unnecessary. d. New development or redevelopment within a Linear Commercial Corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used. e. Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement. f. Where the LCC abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment of non-residential development adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development. g. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions. h. The maximum floor area ratio shall not exceed 0.35 for non-residential development.	The request to go from LR to LCC is compatible with the surrounding area as the former hotel onsite is an allowable use in both land uses. The property owner indicated an interest in constructing self-storage or possible retail - both are allowable uses in Linear Commercial Corridor. This redevelopment is not dissimilar to non-residential uses found along US Highway 17/92.

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 11 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

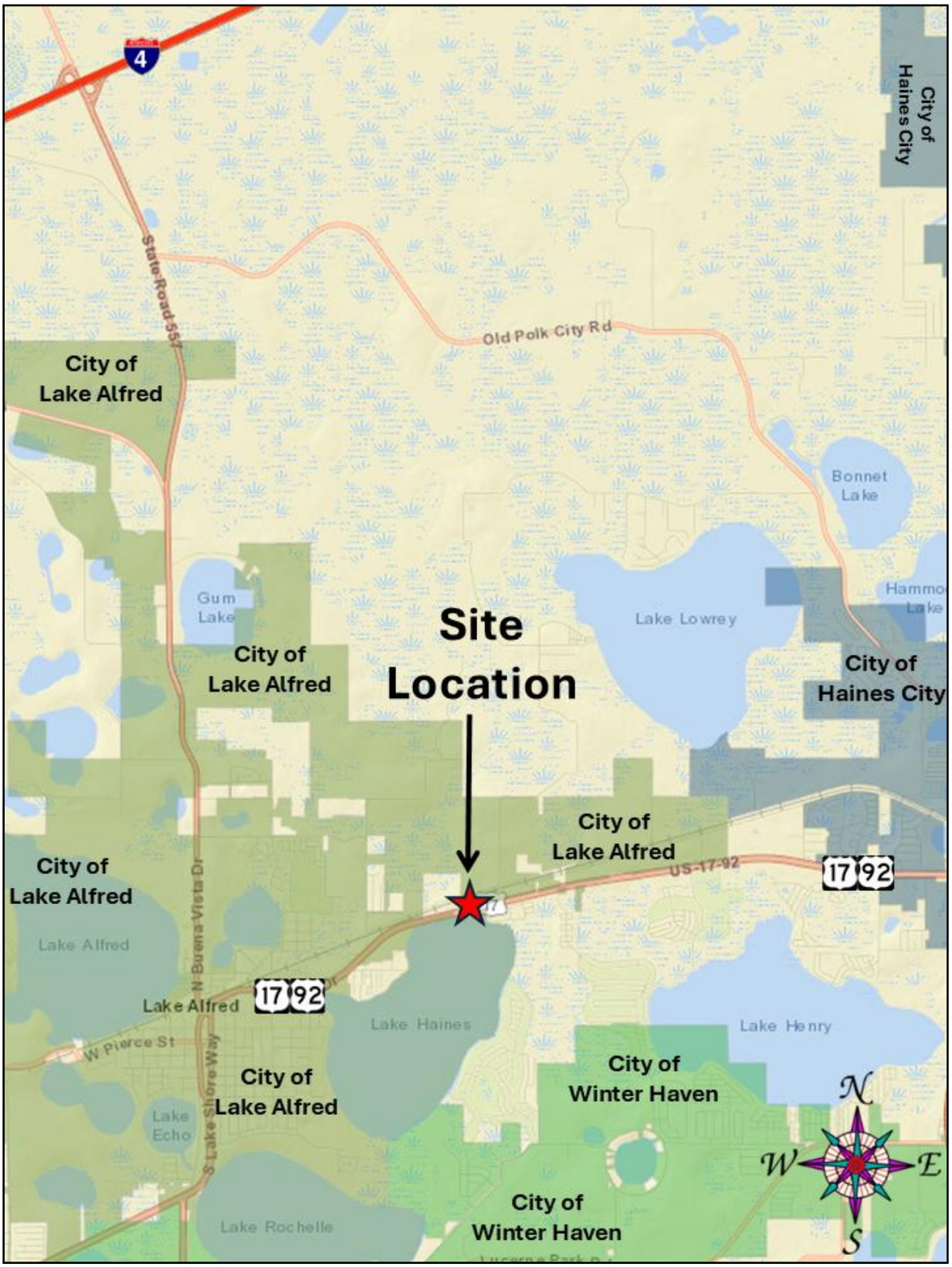
Table 11

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections referenced in this report**
a. Promotes substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need.	Summary of analysis
b. Allows a significant amount of urban development to occur in rural areas.	Summary of analysis
c. Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.	Summary of analysis, surrounding Development, compatibility
d. Fails to adequately protect and conserve natural resources and other significant natural systems.	Summary of analysis, surrounding Development, compatibility
e. Fails to adequately protect adjacent agricultural areas.	Compatibility with Surrounding Land Uses
f. Fails to maximize existing public facilities and services.	Summary of Analysis, Infrastructure
g. Fails to minimize the need for future facilities and services.	Summary of Analysis, Infrastructure
h. Allows development patterns that will disproportionately increase the cost of providing public facilities and services.	Summary of Analysis, Infrastructure
i. Fails to provide a clear separation between urban and rural uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
j. Discourages infill development or redevelopment of existing neighborhoods.	Summary of Analysis, Compatibility with Surrounding Land Uses
k. Fails to encourage an attractive and functional mixture of land uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
l. Will result in poor accessibility among linked or related land uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
m. Results in the loss of a significant amount of open space.	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other Agencies:

Fire Rescue:
The lack of fire hydrants in the vicinity and potential need for a deceleration/turn lane at the medium crossover adjacent to the subject property will need to be addressed during future development.

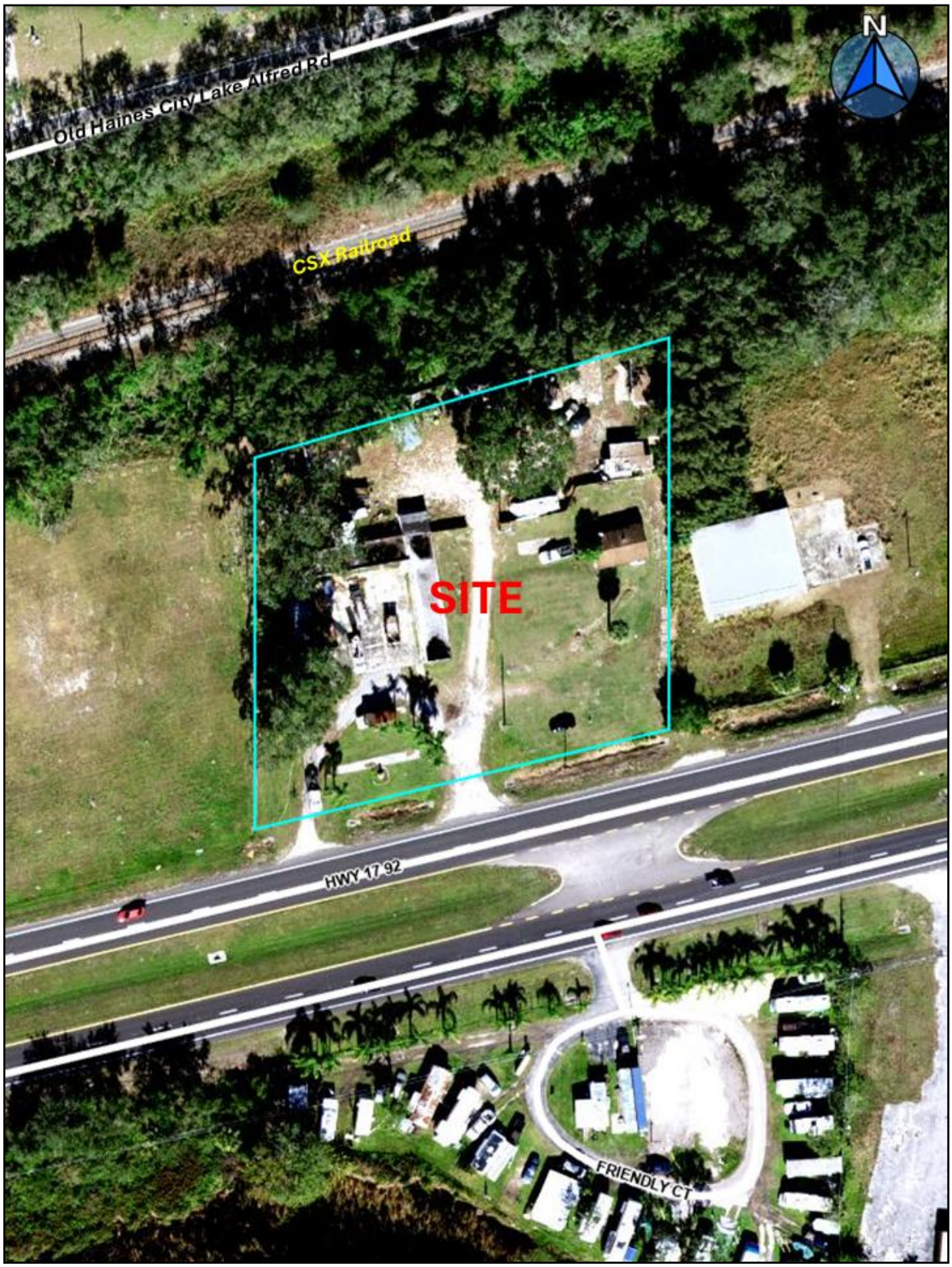
Exhibits:
Exhibit – 1 Location Map
Exhibit – 2 2025 Satellite Image (Context)
Exhibit – 3 2023 Aerial Photo (Close-up)
Exhibit – 4 Existing Future Land Use Map
Exhibit – 5 Proposed Future Land Use Map
Exhibit – 6 Permitted and Conditional Uses in LCC
Exhibit – 7 Permitted and Conditional Uses in LR



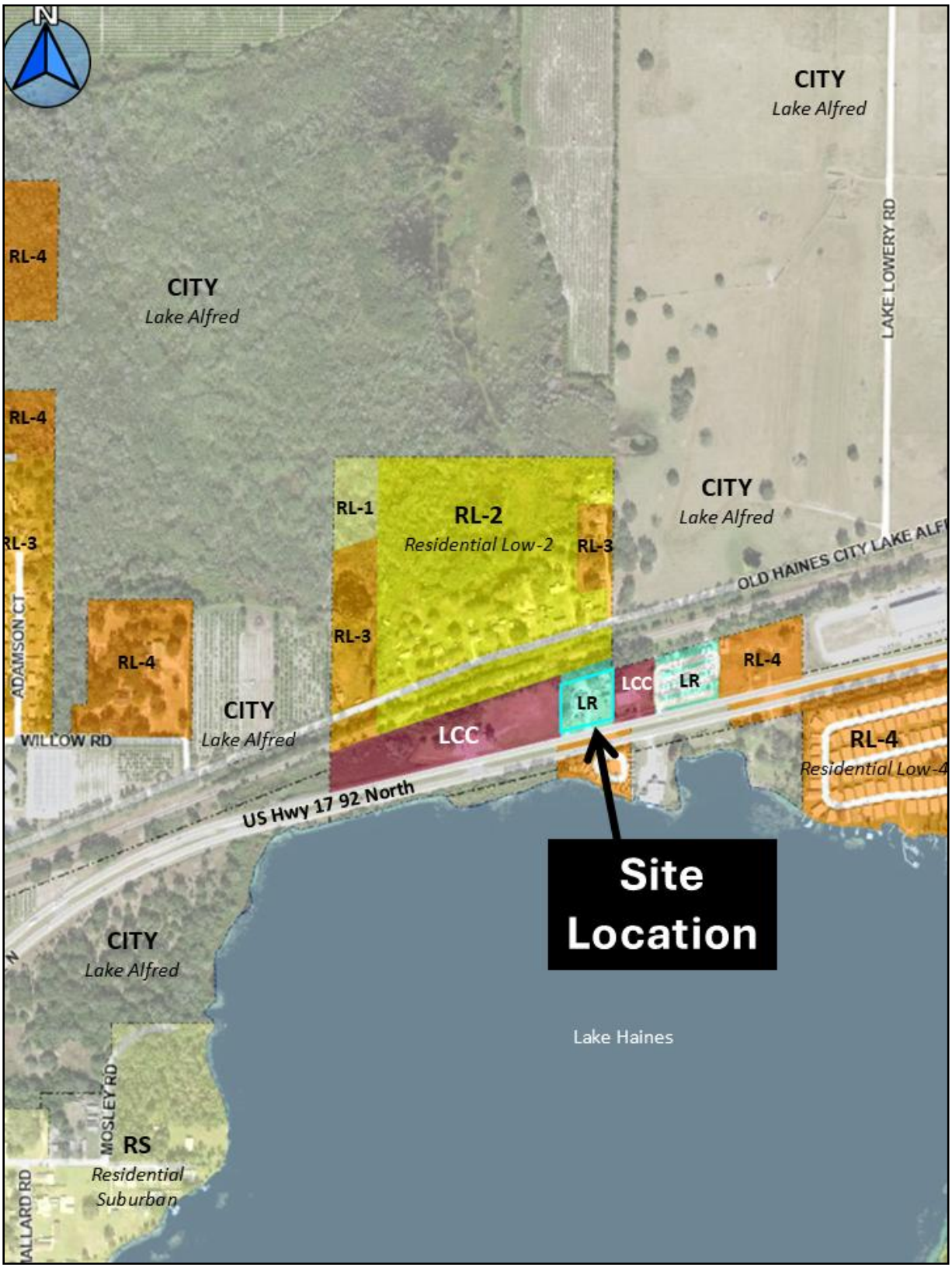
Location Map



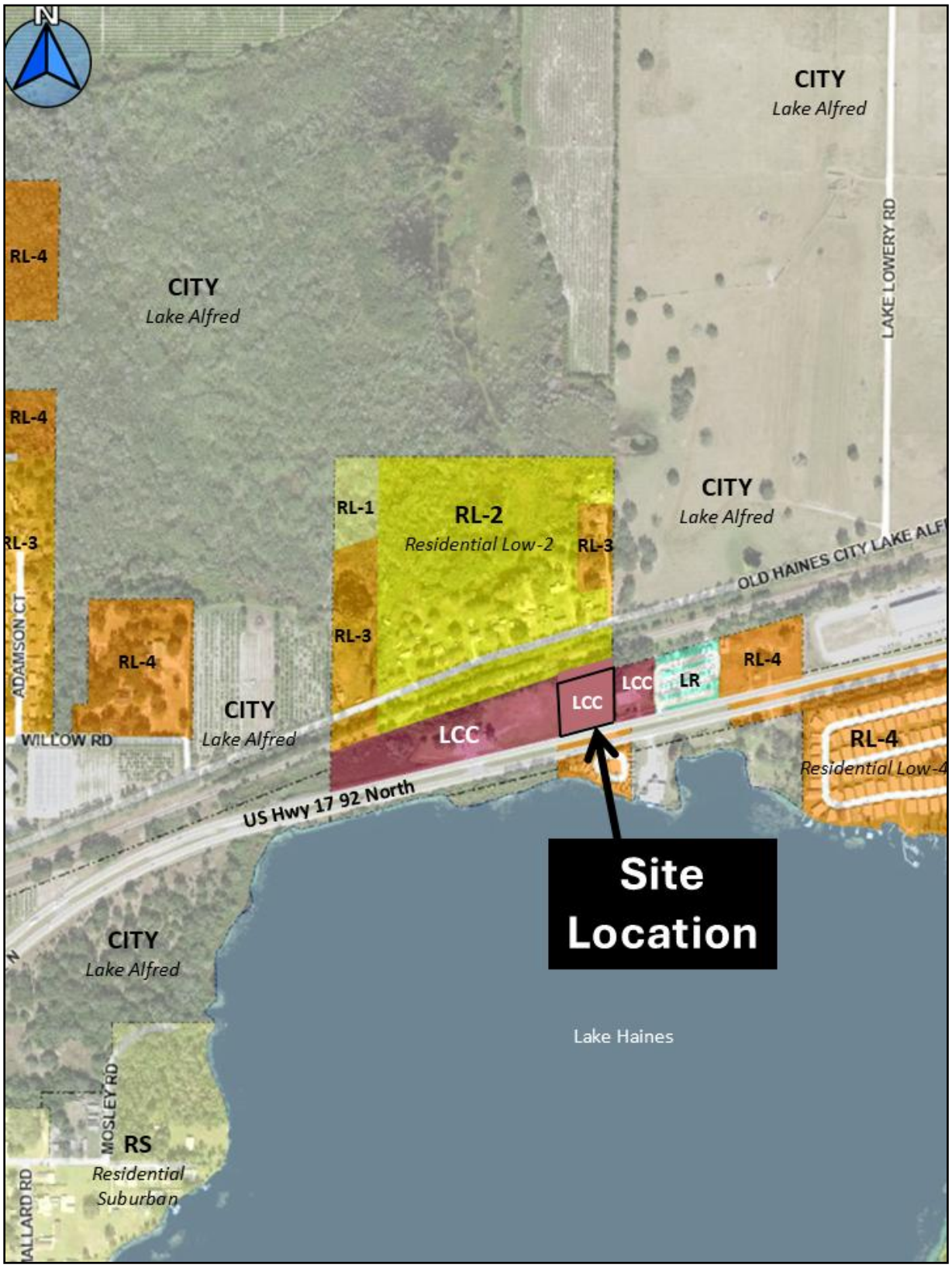
2025 Satellite Image (Context)



2023 Aerial Photo (Close-up)



Existing Future Land Use Map



Proposed Future Land Use Map

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
LCC	Agricultural Support-Off-Site, Childcare Center, Clinics & Medical Offices, Farming General, Government Facility, Kennels- Boarding and Breeding, Lodges and Retreats, Nurseries and Greenhouses, Nurseries-Retail, Office, Office Park, Personal Service, Restaurant-Sit-down/Take-out, Retail-10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., Studio- Production, Transit- Facility, Utilities-Class I, Utilities- Class II, Veterinary Service	Adult Use, Alcohol Package Sales, Marinas and Related Facilities, Recreation- Passive, Car Wash- Full Service, Car Wash- Incidental, Car Wash- Self Service, Commercial Vehicle Parking, Community Center, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Funeral Home & Related Facilities, Gas Station, Heavy Machinery Equipment Sales and Services, Helistops, Hotels and Motels, Livestock Sale- Auction, Manufacturing- General, Manufacturing- Light, Medical Marijuana Dispensaries, Nursing Home, Printing & Publishing, Recreation & Amusement General, Recreational Vehicle Storage, Religious Institution, Research & Development, Restaurant-Drive-thru/Drive-in, Retail- Home Sales Offsite, Retail- Outdoor Sales/Display, School- Leisure/Special Interest, School- University/College, Self-storage Facility, Truck Stop, Vehicle Recovery Service/Agency, Vehicle Sales- Leasing, Vehicle Service- Mechanical, Warehousing/Distribution	Multi-family, Planned Development, Transitional Area Development, Bars-Lounges- and Taverns, Cemetery, Communication Tower- Monopole, Heliports, Lime Stabilization Facility, Mining- Non-phosphate, Motor Freight Terminal, Nightclubs and Dance Halls, Recreation & Amusement Intensive, Retail- More than 65-000 sq. ft., School-Technical/Vocational/Trade & Training, Transit- Commercial, Utilities- Class III, Vehicle Repair-Auto Body, Water Ski Schools, Residential Treatment Facility

PERMITTED AND CONDITIONAL USES LINEAR COMMERCIAL CORRIDOR (LCC)

Leisure Recreation in the Urban Growth Area				
Technical Staff Review -Level 1& 2			**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Multi-family, C2 Short-Term Rental Units, P		**Mixed Uses:**	Planned Development, C3
All Other Uses:	Alcohol Package Sales, C1 Bars, Lounges, and Taverns, C1 Childcare Center, C2 Community Center, C2 Convenience Stores, Isolated, C2 Cultural Facility, C2 Fish Camp, P Farming General, P Golf Course, C1 Hotels and Motels, C2 Institutional Campground, P Lodges and Retreats, Private, P Marinas & Related Facilities, C1 Medical Marijuana Dispensaries, C2 Personal Service, C2 Recreational Camping, C2 Recreation, Passive, C1 Recreation, High Intensity, C1 Recreation, Low Intensity, C1 Recreation & Amusement, General, C2 Recreational Vehicle Oriented, C2 Recreational Vehicle Park, C2 Religious Institutions, C2 Restaurant, Drive-thru/Drive-in, C2 Restaurant, Sit-down/ Take-out, P Retail, 10,000-34,999 square feet, C2 Retail, Less than 10,000 square feet, C2 Riding Academies, P School, Leisure/Special Interest, P School, Technical/Vocational/Trade & Training, C3 Utilities, Class I, P Utilities, Class II, P Veterinary Services, P		**All Other Uses:**	Communication Towers, Monopole, C3 Government Facilities, C3 Helistops, C3 Mining, Non-Phosphate, C3 Mobile Home Park, C3 Nightclubs and Dance Halls, C3 Outdoor Concert Venue, C3 Recreation & Amusement, Intensive, C4 Seaplane Base, C3 Utilities, Class III, C3 Water Ski Schools, C3

PERMITTED AND CONDITIONAL USES LEISURE/RECREATION (LR)

ORDINANCE NO. 26 -_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-37**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 1.32 +/- ACRES FROM LEISURE/RECREATION (LR) TO LINEAR COMMERCIAL CORRIDOR (LCC), LOCATED SOUTH OF OLD HAINES CITY/LAKE ALFRED ROAD, EAST OF EXPERIMENT STATION ROAD, WEST OF LAKE LOWERY ROAD, AND NORTH OF US HIGHWAY 17/92, NORTHEAST OF THE CITY LIMITS OF LAKE ALFRED, IN SECTION 27, TOWNSHIP 27, RANGE 26; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on March 4, 2026; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on April 21, 2026 ; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use

designation on an approximately 1.32-acre site from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC) in an Urban Growth Area (UGA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel: 262727-490100-000503
RIGGINS H S SUB PB 3 PG 38 LOT 5 W 250 FT OF E 1150 FT LYING NORTH OF SR#600.

SECTION 2: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE

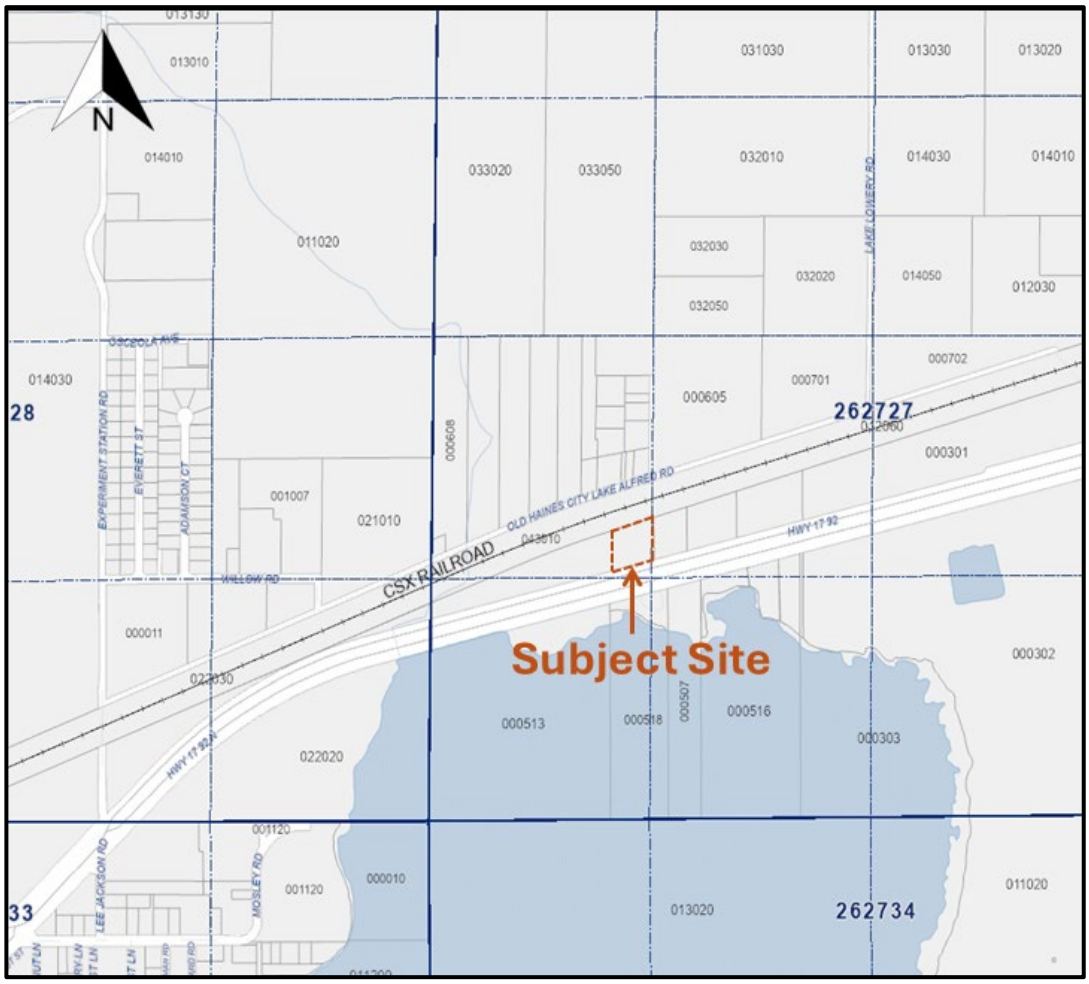
This ordinance shall be effective on May 22, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 21st day of April 2026.

LDCPAS 2025-37
Location: North of US Highway 17/92, east of Experiment Station Road, west of Lake Lowery Road, and south of Old Haines City Lake Alfred Road
Section-27 Township-27 Range-26



PARCEL DETAIL
Note: Not to Scale

www.polk-county.net

IMPACT ASSESSMENT STATEMENT FORM

Growth Management Department
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
FAX (863) 534-6407

An Impact Assessment Statement is required for all Level 3 and Level 4 Reviews, with the exception of text amendment requests. The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and Natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A sufficient Impact Assessment Statement must address all of the following ***(Note: N/A is an insufficient comment, if N/A an explanation must be included)***:

Land and Neighborhood Characteristics
Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

This is a request for a Comprehensive Plan Amendment from Leisure/Recreation (L/R) to Linear Commercial Corridor (LCC) on a 1.32 acre site (including Parcel ID# 262727-490100-000503) near Lake Alfred. The site was developed with a hotel and was therefore designated L/R on the land use map, but economic and market conditions have changed over the decades and the existing hotel is no longer a viable use of the site. Notably, the hotel use is an allowable non-residential use in the LCC land use district. In addition, the site is adjacent to LCC designated properties to the east and west, a railroad along the northern boundary of the site, and the City of Lake Alfred is adjacent to the site at its northeast corner. Therefore, the requested land use map amendment is consistent with adjacent properties and the surrounding land use plan for this area.

1. How and why is the location suitable for the proposed uses?

The site is located in an area of the County that has a long history of highway commercial development and various commercial developments have established along US 17/92 over the past 100 years. It is located within the Urban Growth Area (UGA) on an existing development site consisting of a former commercial use (hotel) that is allowable in the LCC land use district. Tremendous population growth and a change in its distribution over the past 5 years has necessitated growth in supporting retail and service uses, as well as other non-residential uses to support this growth. This site is considered infill per Policy 2.111 of the Comprehensive Plan and is the last remaining non-LCC parcel within an existing LCC. The site has frontage on, and access to, an arterial roadway and transit route, and is located adjacent to a railroad and the growing city limits of the City of Lake Alfred. In summary, the subject site has sufficient land area, access, and supporting infrastructure to accommodate the proposed use.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

This development site is separated from residential development by a railroad, arterial roadway (US Highway 17/92), and the adjacent commercial lands. It will be buffered to ensure it is inobtrusive to the residential properties in the surrounding area and will be operated in a manner that is compatible to the surrounding area. The proposed use is located on a property that is large enough to address any compatibility concerns, consistent with Section 220 of the LCC (compatibility requirements) and has sufficient room for the required parking areas, driveways and circulation, and retention for typical LCC uses, ensuring safe entry and exiting of the property and stormwater retention. In general, the site is well-suited to accommodate an appropriate design which addresses the development standards of the LDC, including buffering, distancing, and separation to ensure the redevelopment of the site will be compatible with nearby uses and ensure there will be no incompatibilities or special efforts needed to minimize the differences in the proposed use with adjacent uses.

3. How will the request influence future development of the area?

This use will provide needed commercial development land to support the residential growth of the surrounding area, additional employment to the surrounding residents once the new LCC land is developed, and provide construction jobs while the site is developed.

Access to Roads and Highways

Assess the impact of the proposed development on the existing, planned and programmed road system. At a minimum, address the following specific questions in your response:

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed[1] methodology and calculations.

While the site could be developed with a wide variety of commercial uses including retail, office, and service uses, a likely use at this location would be a mini-warehouse (self-storage) use. The 11th Edition of the Institute of Transportation Engineers (ITE) Land Use Code for mini-warehouse self-storage (Land Use Code 151) suggests either 1.68 trips per 100 storage units (per 1,000 sq. ft. GLA) or 0.15 trips per 1,000 sq. ft. of gross floor area. Given the total square footage of the site and an anticipated total buildout of approximately 20,125sf (using the County's 15,246sf/ac for LCC usage), this site could generate up to three (3) daily trips. However, the County uses a more general use of Commercial up to 49,999sf and a generation rate of 1,252 trips per acre and 113 peak hour trips per acre. Therefore, a maximum retail use of this 1.32 ac site could generate up to 1,653 AADT and 149 PM Peak hour trips.

2. What modifications to the present transportation system will be required as a result of the proposed development?

[1]A minor traffic study will suffice for a detailed methodology and calculations for most applications.

Due to the moderate traffic generation of the proposed use of this site, the absorption of the previous commercial activity on the site into the County's traffic calculations for the roadway network, and because the site has sufficient access on the existing arterial roadway (Hwy 17/92) to support the intended use, the proposed use is not anticipated to generate the need for improvements to the roadway network beyond a commercial driveway for access to the site.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

While no specific use is proposed or can be conditioned at this time, the property owner has discussed self-storage or possibly a non-specified retail use of the site. Section 708 of the LDC requires 1 space per 300 sq ft of GFA for the manager's office of the self-storage facility. The site will easily be able to accommodate the parking required by the LDC for any proposed commercial use.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

The site has direct frontage and a paved arterial roadway, Highway 17/92. A new commercial driveway apron to replace the older access point onto this roadway will be necessary to ensure safe access. No other modifications are anticipated.

NOTE: Applications for projects attributing 50 or fewer Average Annual Daily Trips (AADT) according to the latest Institute of Transportation Engineers (ITE) manual may provide a written explanation and justification of why impacts will not be significant in lieu of the required information for **"Infrastructure Impacts"** items 3 through 9 above.

Sewage

Determine the impact caused by sewage generated from the proposed development. At a minimum, address the following specific questions in your response:

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development? (*Response may be based on Section 703.F of the LDC*)

The site is located within the UGA where services are planned for this area. While the County does not provide sewer service to this area, the City of Lake Alfred has services currently available on the south side of US 17/92. Due to the cost of bringing services under this 4-lane divided highway, future development is likely to continue to utilize a septic system. The proposed future use of the site will reflect this limitation and development is anticipated to generate less than the County's estimated 2,683 GPD per acre. For this reason, it is anticipated that the site will develop with self-storage or retail, both of which have very low sewer generation rates - on par or no more than the equivalent generation of 1-3 single-family homes or approximately 270-810 GPD for the proposed use of the site.

2. If on-site treatment is proposed, what are the proposed method, level of treatment, and the method of effluent disposal for the proposed sewage?

While the site is located in the UGA, the physical location of the existing sewer and market location will likely lend the site to a use which utilizes a septic system.

3. If offsite treatment, who is the service provider?

N/A

4. Where is the nearest sewer line (in feet) to the proposed development (*Sanitary sewer shall be considered available if a gravity line, force main, manhole, or lift station is located within an easement or right-of-way under certain conditions listed in Section 702E.3 of the Land Development Code*)?

The City of Lake Alfred has a 12 inch sewer force main on the south side of US 17/92. Due to the cost and difficulty of bringing services under a 4-lane divided highway, future development is likely to continue to utilize a septic system. In addition, improvements such as a lift station and the limited space available due to narrow right-of-way and the adjacent floodplain, wetland, and lakes could realistically limit connection.

5. What is the provider's general capacity at the time of application?

The City of Lake Alfred has not provided the available capacity of their plant.

6. What is the anticipated date of connection?

December 2026.

7. What improvements to the providers system are necessary to support the proposed request *(e.g., lift stations, line extensions/expansions, interconnects, etc.)*?

Connection could require a lift station and line extensions to connect to the existing line across US 17/92.

Water Supply

Determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area. At a minimum, address the following specific questions in your response:

1. What is the proposed source of water supply and/or who is the service provider?

The City of Lake Alfred is the nearest utility provider and has a 10 inch water main on the south side of US 17/92. Depending on the level of development, the site may either use a well or connect to this water line for its water supply.

2. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

While it is possible to jack and bore under US 17/92, it is likely that this requirement for connection to the existing water line will be cost prohibitive. Due to the cost of bringing services under this 4-lane divided highway, future development is likely to continue to utilize a well system. As a result, the proposed future use of the site will reflect this limitation and development is anticipated to generate less than the County's average for sites in the LCC and UGA. It is anticipated that the site will develop with service restrooms for a retail use or self-storage facility and the manager's office of the anticipated self-storage or low-intensity retail are anticipated to generate less than the equivalent water need of 1-3 single-family homes or approximately less than 1,000 GPD.

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?

The City of Lake Alfred is the nearest utility provider and the services are available on the south side of US 17/92.

4. Who is the service provider?

The City of Lake Alfred.

5. What is the anticipated date of connection?

December 2026.

6. What is the provider's general capacity at the time of application?

N/A

7. Is there an existing well on the property(ies)?

Yes, the site has a residential potable well on-site.

Surface Water Management and Drainage

Determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development. At a minimum, address the following specific questions in your response:

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

The site is generally flat with little elevation change, sloping gradually north to south. There are no significant flood plain limitations to the site that will impact the development of the site. All development proposals will identify and address any issues at Level 2 Review consistent with the LDC standards.

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

There are no wetlands on the site and the site is generally flat with little elevation change. The drainage and retention system will be implemented to account for the new impervious surfaces and address any flood plain considerations.

Environmental Analysis

Provide an analysis of the character of the subject property and surrounding properties, and further assess the site's suitability for the proposed land use classification based on soils, topography, and the presence of wetlands, floodplain, aquifer recharge areas, scrub or other threatened habitat, and historic resources, including, but not limited to:

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

The site was long ago cleared of its native vegetation and is suitable for the proposed use. In addition, the soils and land features do not pose limitations for the proposed use. There are minimal, if any, no flood plains and no wetlands on the site. Therefore, there are no significant environmental limitations of this site.

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from development of the site.

There are no wetlands on the site and there is only a small area in the drainage ditch along US 17/92 that may be identified as a flood prone area of the site. A topographic survey will verify this during Level 2 Review. Regardless, flood plain issues are not anticipated to significantly impact the development of the site and will be addressed at Level 2 Review consistent with the LDC standards

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and;

The proposed development is not anticipated to adversely impact any potable water supplies or wells.

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts).*

The proposed use will not impact any Airport Buffer Zones.

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

The site consists entirely of Tavares Fine Sand which are excellent soils for the proposed land usage. The final site plan will provide a drainage and retention system to allow for development of the proposed use in compliance with the LDC standards.

Infrastructure Impact Information
What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation;

The proposed use will not impact any Parks or Recreation Areas.

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

The proposed use will not impact any Educational Facilities.

3. Health Care (e.g., emergency, hospital);

The nearest Hospital (Winter Haven's BayCare Hospital) is seven (7) south of the site. The proposed use will not adversely impact any Emergency or Health Care Facilities.

4. Fire Protection;

The nearest Fire station (Polk County Fire Rescue Station #36) is located approximately one mile west of the site. The proposed use is not anticipated to adversely impact operations or service levels.

5. Police Protection and Security;

The nearest Police station (Polk County Sheriff's Office central command) is located approximately 12.5 miles southwest of the site. The proposed use is not anticipated to adversely impact operations or service levels.

6. Emergency Medical Services (EMS);

The nearest EMS station (Polk County Fire Rescue Station #36) is located approximately one mile west of the site. The proposed use is not anticipated to adversely impact operations or service levels.

7. Solid Waste (collection and waste generation); and

The proposed accessory structure will not generate significant solid waste and therefore will not adversely impact solid waste collection.

8. How may this request contribute to neighborhood needs?

The proposed commercial land use will serve the surrounding communities with employment opportunities, both during construction and throughout the duration of the commercial use, and it will support the high level of residential development occurring in Polk County and throughout Central Florida.

Maps

Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scale shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps.

The following **maps shall 8 1/2" x 11"** and accompany Impact Assessment Statements:

Map A: A location map (center the site on the map) showing the relationship of the development to cities, highways, and natural features;

Map B: Map depicting the site boundary (properties included in the request)

Map C: A site plan consistent with ***Site Plan Standards*** [2] (multiple sheets may be used). In addition to the required number of copies please **include an 8½" x 11" copy.** Applications for district changes alone are not required but are encouraged to submit a Development Plan; and

NOTE: *Applications for text amendments are not required to submit a complete Impact Assessment Statement, however, all relevant information requested must be addressed. Use this form and the "Demonstration of Need" form as a guide for assessing the impact of a text amendment.*

[2] See *Site Plan Standards* checklist form (GM LDD 11).

TDW Land Planning
(863) 838-8511 | tdwlandplanning@gmail.com

Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

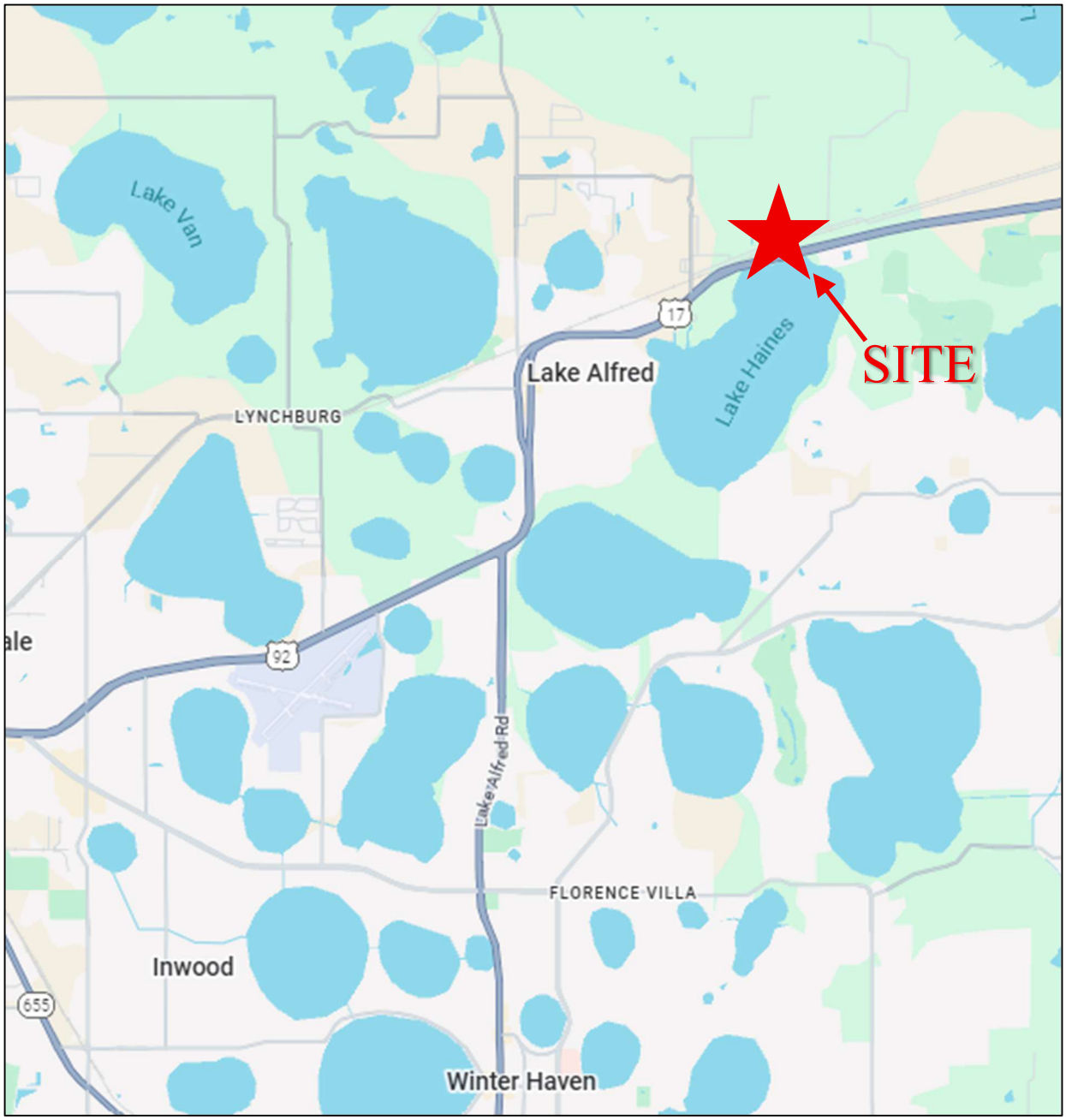
Project Narrative:

This is a request for a Comprehensive Plan Amendment from Leisure/Recreation (L/R) to Linear Commercial Corridor (LCC) on a 1.32 acre site near Lake Alfred. The site was developed with a hotel and was therefore designated L/R on the land use map, but economic and market conditions have changed over the decades and the existing hotel is no longer a viable use of the site. Notably, the hotel use is an allowable non-residential use in the LCC land use district. In addition, the adjacent properties to the east and west are both designated LCC. Therefore, the requested land use map amendment is consistent with adjacent properties and the surrounding land use plan for this area.

TDW Land Planning
(863) 838-8511 | tdwlandplanning@gmail.com

Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map A: Location Map



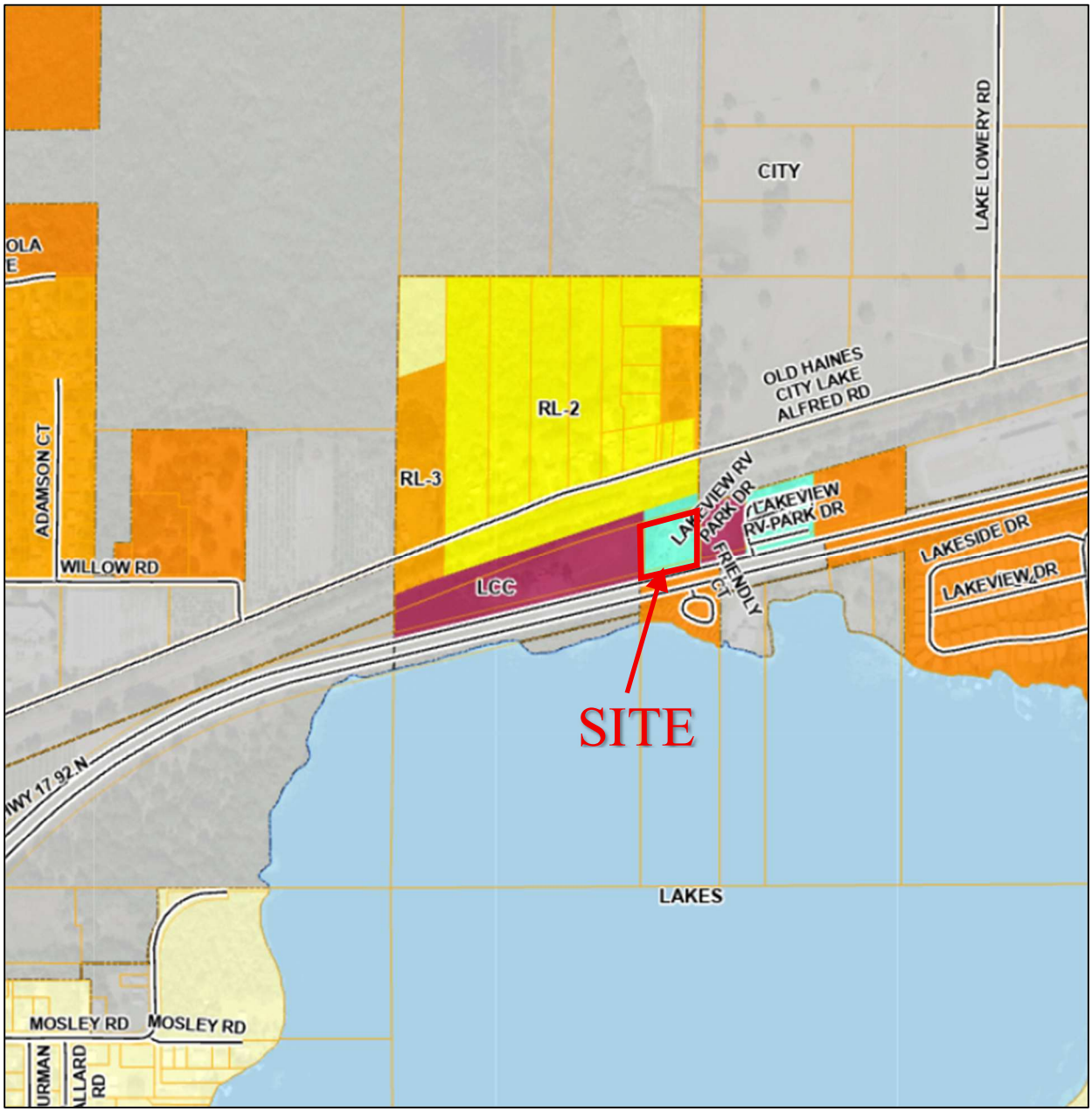
Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map B: Topographical Map



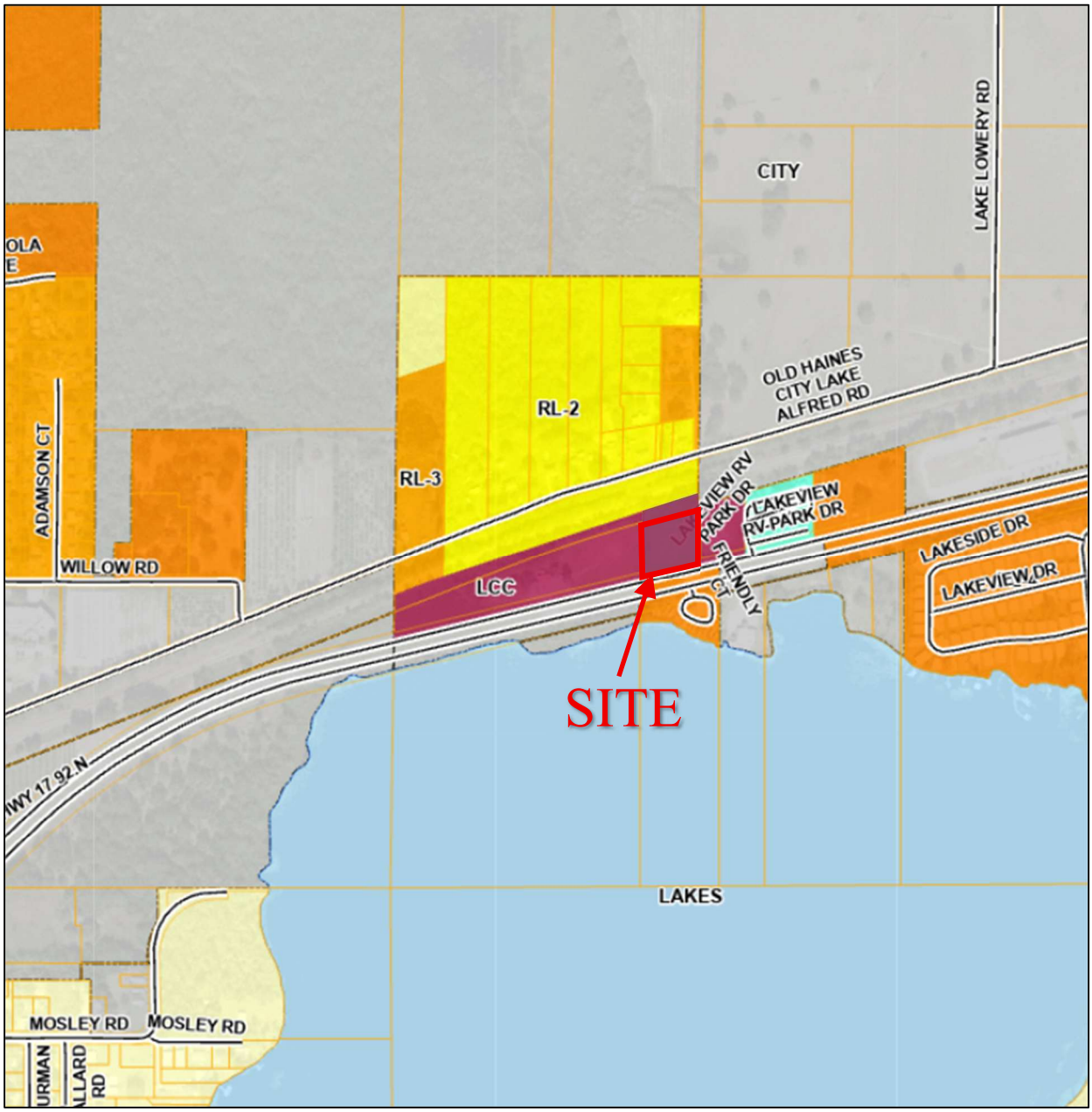
Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map C(1): Existing FLUM



Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map C(2): Proposed FLUM



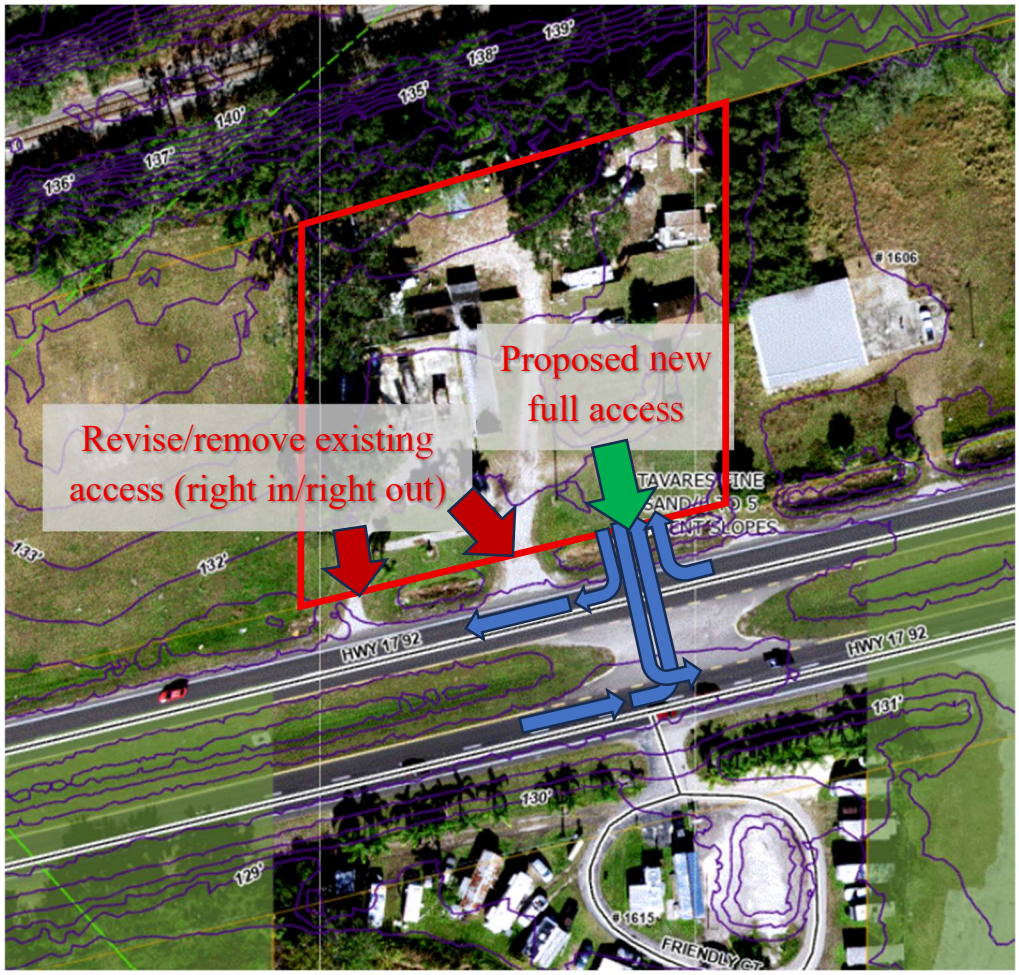
Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map D: Soils



Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map E: Traffic Circulation Map



Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map F: Site Plan (N/A)

TDW Land Planning
(863) 838-8511 | tdwlandplanning@gmail.com

Project: 1594 Hwy 17/92 LCC
Site Boundary: See Legal Descriptions Provided
Parcel ID #s: 262727-490100-000503
Acreage: +/- 1.32 acre site

Map G: Drainage Map



Agenda Item N.4. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCPAS-2025-38 Toho Marigold INST/NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±12.5 acres from Development of Regional Impact (DRI) to Institutional (INST), and Neighborhood Activity Center (NAC) in the Utility Enclave Area (UEA). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located on the north side of Marigold Avenue and Hemlock Avenue, east of Flounder Road, south of Halibut Road, and west of Laurel Avenue east of the City of Haines City, in Sections 10, and 11, Township 28, Range 28. State law requires one Planning Commission hearing, which was held March 4, 2026, with a recommendation for approval (6:0, with 1 recusal).

RECOMMENDATION

Adopt

FISCAL IMPACT

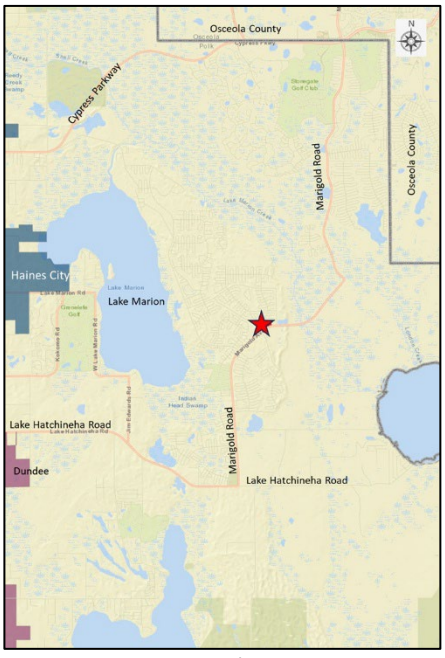
No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development
(863) 534-6468
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	**January 8, 2026**
Planning Commission Date:	March 4, 2026
BoCC Dates:	April 21, 2026
Applicant:	Allision Schultz, Toho Water Authority
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-38; Toho Marigold INST/NAC CPA
Request:	Small Scale Comprehensive Plan Map and Text Amendment from Development of Regional Impact (DRI) to Institutional (INST), and Neighborhood Activity Center (NAC) on 12.5± acres
Location:	North side of Marigold Avenue and Hemlock Avenue, east of Flounder Road, south of Halibut Road, and west of Laurel Avenue east of the City of Haines City, in Sections 10, and 11, Township 28, Range 28.
Property Owner:	Marigold Development LLC, Tohopekaliga Water Authority (Toho)
Parcel Size:	12.5± acres (282802-934710-147060, 282802-934710-147160)
Development Area/Overlays:	Utility Enclave Area (UEA)
Future Land Use:	Development of Regional Impact (DRI)
Nearest Municipality	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6:0:1 recused)
Case Planner:	Robert Bolton, Planner III



Location



Current Future Land Use

Summary

The applicant is requesting a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Designations from Pre-Development of Regional Impact (Pre-DRI) to Institutional (INST) on 3.4± acres and Neighborhood Activity Center (NAC) on 9.1± acres, or a total of 12.5± acres in the Utility Enclave Area (UEA). Site is located on the north side of Marigold Avenue (Poinciana Parkway) and Hemlock Avenue, east of Flounder Road, south of Halibut Road, and west of Laurel Avenue east of the City of Haines City, in Sections 10, and 11, Township 28, Range 28, in the Poinciana Pre-Development of Regional Impact.

Compatibility Summary

This request is compatible with the surrounding area, an original Pre-DRI Commercial area, south of the site, was designated for Commercial use has been developed with a wastewater treatment facility for Toho Wastewater treatment. The requested NAC provides 9.1± acres of commercial support for the Poinciana community. This site, when developed will be required to meet the standards with tin the Land Development Cod and Comprehensive Plan for the specific use at the time of development. The site has a request for Institutional (INST) on 3.4± acres for the expansion of the Huron WTP to provide for potable water demand. The main site for the Huron WTP is on the southwest side of Hemlock Avenue adjacent to the site. The site has Development of Regional Impact (DRI) to the north with developed single-family residences. The subject and the single-family residential is separated by a 60-foot Greenway which is part of the Poinciana master drainage system. Currently at the intersection of Marigold Avenue and Hemlock Avenue is a 7-Eleven and a Family Dollar store. This intersection represents on of the primary intersections for the southern portion of the Poinciana Development and on the original Development Map of Poinciana was anticipated to be the primary commercial node.

This intersection was originally intended for commercial use. A change the Future Land Use to Institutional and Neighborhood Activity, is representative of the original plan and supporting the needed expansion of the water treatment facility, are compatible uses, as the site is located at the intersection of two Urban Collector roads and has access to available infrastructure with water and sewer.

Infrastructure Summary

The subject site is within the Toho Water Authority Service Area. The site will have access to water and wastewater lines. The site has access to two (2) Urban Collector roads, road that access the site, Marigold Avenue (Poinciana Parkway) and Hemlock Avenue. Mass transit is not available nearby, and there is not a stop nearby to the site. The closest mass transit is Citrus Connection Line 603, with the closest stop at Coyote Road and Bobcat Court approximately 4.3 miles northeast of the site. Public safety response times are normal for this part of the County. School capacity is not anticipated to be an issue with the site to develop with non-residential uses. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 1.0 miles to the south of the subject site. The soil types

for the site are Tavares fine sand, Immokalee sand, Astatula sand, Arents-Urban land complex, and Narcoossee sand. There are no indicated wetlands on the subject site and is not in a flood zone.

Comprehensive Plan
The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.107(A1-A5): Utility Enclave Area (UEA)
- Policy 2.110-D: Neighborhood Activity Center (NAC)
- Policy 2.116(A1-A5): Institutional (INST)
- Policy 2.130-A: Poinciana Pre-DRI

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Pre-Development of Regional Impact (Pre-DRI) to Institutional (INST)(3.4± acres) and Neighborhood Activity Center (NAC)(9.1± acres).

- If approved the Land Development Code district will be INST-1

- The subject site was originally designated as Single Family Residential in the Poinciana Master Plan.

- A Level 3 Conditional Use will be required for the Institutional (INST) planned expansion for the Huron WTP.

- The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Section 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

- The INST is required by the applicant to expand the wells and capacity of the Huron Water Treatment Plant to the west. The NAC is requested in the anticipation of the remainder of the site being sold as Surplus Land.

- The Toho site south of the subject site was designated Commercial on the Poinciana Master Plan but developed all with Toho wastewater utility structures.

Compatibility

- The existing uses surrounding the site are:
    - North – Pre-DRI; detached single family residential.
    - West – Pre-DRI; Toho Huron WTP, The Association of Poinciana Villages, Retail.
    - East – Pre-DRI; detached single family residential.
    - South – Pre-DRI / INST-1X; Family Dollar, Wastewater Treatment / Commercial.

- The general area to the east, north, and south of the subject site are designated for single family detached. The site is currently designated a single-family residential on the Poinciana Master Plan. However, the southwest corner of the intersection was originally Commercial and has been developed with Toho wastewater utility structures.

- A Neighborhood Activity Center has a market area radius of 1.5 miles and needs a population of 5,000 for support. The applicant summitted a population study supporting a 1.5 mile radius population of 7,920 people.

- The next nearest Activity center is approximately 1.25 miles northwest of the site. The site is 1.13 acres and was recently adopted as a Convenience Center-X (CCX) by the BoCC on December 16, 2025. The parcel currently is under review for a Dollar General.

Infrastructure

- The zoned schools for the site are Laurel Elementary, Lake Marion Creek Middle, and Haines City High School.

- Polk County Fire Rescue Station 46 will be the response unit for fire and EMS for this site. It is located at 9500 Marigold Avenue**,** Poinciana**,** with an approximate travel distance of 2.5 miles.

- The subject site is within the Sheriff Department's Northeast District. The Ridge District Office is located at 9500 Marigold Avenue**,** Poinciana**.**

- The site will have access to water and wastewater lines. This was confirmed by the Toho Water Authority representative.

- There are sidewalks that run north to south along Lake Marion Creek Drive, fronting the subject site as well as along the north side of Pine Steet fronting the subject site.

- The closest mass transit is Citrus Connection Line 603, their Southwest Poinciana line with the closest stop at Coyote Road and Bobcat Court approximately 4.3 miles northeast of the site.

- The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 1.0 miles to the south of the subject site.

- The environmental land that is closest to the subject site are the Kissimmee Chain of Lakes south of the subject site.

Environmental

- The site's elevation is relatively flat with an elevation of 107 feet at the northwestern area of the site and sloping downward to the property boundaries generally at 100 feet.

- The subject site is not located within a floodplain and has no wetlands indicated.

- The site is located within the Polk Green Potential Network Connections District. Adjacent to the west of the site Polk County has in excess of 280 acres of land under a conservation Easement as recorded in OR Book 12845, Page 0260.

- The soil types for the site are Tavares fine sand, Immokalee sand, Astatula sand, Arents-Urban land complex, and Narcoossee sand.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- The subject site is not located in an identified Wellfield Protection District. The Toho Hurton Water Treatment Plant is located adjacent to the site on the western side of Hemlock Avenue. An existing Toho water production well on the eastern portion of the site.

- The proposed INST is for well site and will therefore, be part of a Wellfield Protection District.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently

utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
     1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
     2. sanitary sewer and potable water service;
     3. storm-water management;
     4. solid waste collection and disposal;
     5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
     6. emergency medical service (EMS) provisions; and
     7. other public safety features such as law enforcement;
     8. schools and other educational facilities
     9. parks, open spaces, civic areas and other community facilities
  f. environmental factors, including, but not limited to:
     1. environmental sensitivity of the property and adjacent property;
     2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
     3. wetlands and primary aquifer recharge areas;
     4. soil characteristics;
     5. location of potable water supplies, private wells, public well fields; and
     6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.107-A1 DESCRIPTION - UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

- POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the

County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where:

- a.it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s);
- b.it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); andc.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed.

- POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs:
  - ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria.
  - RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria.
  - OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEAs in accordance with applicable criteria.

- POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code:
  All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met.
  - Incorporate design features that promote healthy communities, green building practices, mixed use development, transit oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element.
  - Provide access to parks, green areas, and open space and other amenities.
  - Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section

- POLICY 2.105-A3: Land Use Categories - The following land use categories shall be permitted within UGAs:
  a. Activity Centers: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
  b. Residential: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.

c. Other: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.110-D1: Characteristics - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:
  - Usable Area: Over 5 acres to 20 acres
  - Gross Leasable Area (GLA): 20,000 to 150,000 square feet
  - Minimum Population Support: 5,000 to 10,000 people
  - Market-Area Radius: 1½ miles
  - Typical Leading Tenant: Supermarket
  - Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store

- POLICY 2.110-D2: Designation and Mapping - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC).

- POLICY 2.110-D3: Location Criteria - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:
  - a. Two (2) miles within the TSDA and UGA.
  - b. Four (4) miles within the SDA and UEA.

  This required separation may be reduced if:
  - a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
  - b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

- POLICY 2.110-D4: Development Criteria - Development within a Neighborhood Activity Center shall conform to the following criteria:
  - a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.
  - b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
  - c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.
  - d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.

- e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.
- f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.
- g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

- POLICY 2.116-A3: Location Criteria - Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County, unless further prohibited by the Land Development Code the County in accordance with Section 163.3201(1), FS. The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional:
  - a. Accessibility to roadways, with consideration being given to regional transportation issues for largescale institutional developments having a regional market.
  - b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts).
  - c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.
  - d. Proximity to similar and compatible uses providing opportunities for shared facilities.
  - e. Plans of the School Board and other public service agencies with jurisdiction in the County.

  The placement of institutional uses in other than lands classified as Institutional shall be subject to County approval through a Conditional Use Permit, or in accordance with land-development regulations adopted and/or amended by the County in accordance with Section 163.3201(1), FS.

  Educational facilities will be allowed in lands designated as Institutional, or in all other land uses, except Industrial as a community facility in accordance with policies of this Plan.

- POLICY 2.116-A4: Development Criteria - Institutional development shall conform to the following criteria:
  - a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include:
    1. public and private educational facilities;
    2. government-administration buildings;
    3. public-safety structures (e.g. police and fire);
    4. cultural facilities (e.g. libraries, museums, and performing-arts theaters);

5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.

- b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.
- c. Prior to site planning, the School Board, independent special districts and other governmental entities shall communicate to one another to pursue potential colocation of government services.
- d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.
- e. Institutional sites shall be designed to provide for:
  1. Adequate parking to meet the present and future demands of the use.
  2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.
- f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:
  1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.
  2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution
- g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district.

- POLICY 2.116-A5: Miscellaneous - Electric-Power Generating Facilities established for the purpose of implementing Polk County's Solid-Waste Management Plan, as the Polk County Board of County Commissioners, shall be specifically permitted in the Institutional land use category provided that all applicable federal, state, and local regulations, including Section 2.125-I are satisfied.

- POLICY 2.130-A: POINCIANA (PRE-DRI #1) - The Poinciana development contains approximately 47,000 acres located in Polk and Osceola counties. The project is a multi-use development proposed to contain single-family, multi-family, commercial, industrial, institutional, and open space/recreation uses within 8 villages, 9 estate areas, and 6 office/industrial parks. Located in Polk County are Villages 3, 4, 6, 7, and 8. The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Sections 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

The approved master development plan for Poinciana and subsequent modifications to various portions of this development are on file in the offices of the Polk County Land Development Division. Approved land uses are also detailed in the Poinciana Binding Letter of Interpretation of Vested Rights Status, date May 17, 1983, and subsequent Binding Letters of Modification to a

Development of Regional Impact with Vested Rights (BLIVR), issued by and on file with the Department of Economic Opportunity (DEO). Additional copies are also available through the Polk County Land Development Division. In 2018, the Florida legislature modified Section 380.06 that local governments may modify the BLIVRs instead of DEO. The Land Development Code includes processes and procedures to determine if property is within the boundaries of Poinciana and how development will be implemented. This also includes Future Land Use changes adjacent to proposed roadways.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2025-38.**

Planning Commission Recommendation: On March 4, 2026 in an advertised public hearing, the Planning Commission voted 6:0:1 (recused) to **recommend APPROVAL of LDCPAS-2025-38.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis
This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses
Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest Pre-DRI; low density detached single family residential	**North** Pre-DRI; low density detached single family residential	**Northeast** Pre-DRI; low density detached single family residential
West Pre-DRI; INST-1 developed / undeveloped. Toho Huron WTP, The Association of Poinciana Villages, Retail	**Subject Site** Pre-DRI; undeveloped Single Family Residential	**East** Pre-DRI; low density detached single family residential
Southwest INST-1 (Pre-DRI) Toho Wastewater Treatment	**South** INST-1 / Pre-DRI; Developed / Undeveloped Family Dollar, Wastewater Treatment / Commercial	**Southeast** Pre-DRI; undeveloped Commercial

Source: Polk County Geographical Information System and site visit by County staff

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

Utility Enclave Areas (UEA) shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs

are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

The request is a Future Land Use that is in context and compatible with the surrounding uses. The Institutional (INST) Future Land Use district, 3.4± acres, represents an expansion of the Toho Huron WTP for an additional potable well in support of the existing potable water treatment plant. The location of the INST runs along the rear or northern portion of the property. The future development of this site would be for a Class III Utility and will require a Level 3 Conditional Approval. This use represents a low intensity use with the only traffic to/from the site is the occasional monitoring of the well. The site will adhere to the development standards of the Land Development Code. The remaining 9.1± acres of the request if for a Future Land Use of Neighborhood Activity Center (NAC). The property is located at the northern corner of Marigold Ave (Poinciana Pkwy) and Hemlock Avenue. The hard corner parcel is a Family Dollar Store that was developed under the Pre-DRI. The requested NAC will represent the majority of the frontage along Marigold Avenue and Hemlock Avenue, with the Family Dollar at the corner.

On the southern side of Marigold Avenue was the original Commercial district for this part of Poinciana, see Exhibit 6. In approximately 1980, the south or southwestern corner was developed with a wastewater treatment facility and was no longer a commercial use site. The western or southwestern corner of the intersection still has the Pre-DRI use of Commercial. However, this site is encumbered by wetlands and floodplain which appears to have hindered commercial development. The requested NAC provides for non-residential commercial development for the surrounding residential development to help replace what was taken by the Toho wastewater treatment plant.

Two of the three sides of the site front Urban Collector Roads, with the third side (rear) fronting the residential development. The northern or rear side is separated from the residential development by a 60 foot wide Open Space, which is part of the Poinciana master drainage system. The northern side is also the location of the Institutional (INST) requested Land Use district, creating a greater distance buffer from the NAC to the existing residential development.

B. Infrastructure

The site will have access to water and wastewater lines. The site accesses onto Marigold Avenue and Hemlock Avenue, both of which are Urban Collectors. Marigold Avenue currently has planned improvements for the corridor to meet future needs. Public safety response times are normal for this part of the County. A change to non-residential Land Use districts provides relief to the district schools from the potential future student load from residential development. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board. However, site is expected to develop with commercial uses so no student generation is anticipated.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Laurel Elementary School	**0 students**	**78%**	**1.0 miles**
Lake Marion Creek Middle School	**0 students**	**85%**	**1.5 miles**
Haines City High School	**0 students**	**95%**	**10.6 miles**

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	Distance/Response Time*
Sheriff	**Ridge District Command Unit (9530 Marigold Ave., Poinciana)**	Priority 1 – 11:35 Priority 2 – 29:52
Fire/ EMS	**Station #46 (9500 Marigold Ave., Poinciana)**	2.4 +/- miles / 6-8 min

*Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for February, 2026. *Response times are based from when the station receives the call, not from when the call is made to 911..*

Water and Wastewater

A. Estimated Demand

A portion of the site, the Institutional, will be utilized for an additional production potable well for the Toho Huron WTP. Potable water and wastewater is serviced by Toho Utilities and are reported to have capacity within the area for future development.

Table 4: Estimated Water and Sewer Impact Analysis

Permitted Density / Intensity	Maximum Permitted in Existing Land Use DRI (12.5± ac) SFR	Maximum Permitted in Proposed INST (3.4± ac) NAC (9.1± ac)
3.4± acres INST	12.5± acres X 5 du/ac = 62 sf	3.4± acres (148,104 sf) X 0.25 FAR = 37,026 sf
9.1± acres NAC		9.1± acres (396,396 sf) X 0.25 FAR = 99,099 sf
Potable Water Consumption	62 du X 250 = **15,500 GPD**	37,026 sf X 0.24 = **8,887 GPD** 99,099 sf X 0.15 = **14,865 GPD** **23,752 GPD**
Wastewater Generation	62 du X 200 = 12,4**00 GPD**	8,887 GPD X 80% = **7,110 GPD** 14,865 GPD X 80% = **11,892 GPD** **19,002 GPD**

B. Service Provider

The subject site is within the Toho Water Authority Service Area for water and wastewater.

C. Available Capacity

Toho has a 24-inch sanitary force main on the south side of Marigold Avenue, with available capacity. Toho has a 16-inch potable water main adjacent to the north border of the property.

D. Planned Improvements

The requested Institutional (INST) site is planned for a new potable water well for expanded capacity. On the eastern portion of the site a planned future relocation of Well 5-5.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in increased trips.

Table 5: Estimated Transportation Impact Analysis

Permitted Density / Intensity	**Maximum Permitted in Existing Land Use DRI (12.5± ac) SFR**	**Maximum Permitted in Proposed INST (3.4± ac) NAC (9.1± ac)**
3.4± acres INST	12.5± acres X 5 du/ac = 62 du	3.4± acres (148,104 sf) X 0.25 FAR = 37,026 sf / 1,000 = 37
9.1± acres NAC		9.1± acres (396,396 sf) X 0.25 FAR = 99,099 sf / 1,000 = 99
Average Annual Daily Trips (AADT)	62 X 7.81 AADT = **485 Trips**	37 X 7.83 AADT X 92% = **267 Trips** 99 X 59.07 AADT X 76% = **4,445 Trips** **6,107 Trips**
PM Peak Hour Trips	62 X 1.00 AADT X 100% =**62 Trips**	37 X 1.18 AADT X 92% = **41 Trips** 99 X 8.79 AADT X 76% = **662 Trips** **910 Trips**

Source: Concurrency Manual (Polk TPO 10/21/20252):INST @ General Office NAC @ Supermarket 92.87 AADT per 1,000 sf, 15.85 AADT per 1,000 sf PM Peak Hour,

B. Available Capacity

The following analysis is for maximum buildout for each of the requested Future Land Use designations. The requested Institutional (INST) district has a determined development, expansion of the Huron WTP with an additional potable water well. This use, after development will only have the occasional well monitoring traffic, not the calculated 41 Peak Hour Trips. The requested Neighborhood Activity Center (NAC) is a triangular shape that will significantly encumber the maximum possible buildout. The analysis indicated the possibility of substantially encumbering the road links. The area has current planned improvements to the roadway network.

Table 6: Roadway Link Concurrency

Link #	Road Name	Lane Type*	Current LOS	Available Peak Hour Capacity	Minimum LOS Standard	Project 5 Year LOS
8100N 8100S	Poinciana Pkwy (aka Marigold Ave) Lk Hatchineha Rd to Marigold Ave	2U UC	C	452 347	D	C
8101N 8101S	Poinciana Pkwy (aka Marigold Ave) Palmetto St. to S. Cypress Parkway	4D UC	C	897* 852*	D	C
8214N 8214S	Lake Marion Creek Dr Poinciana Pkwy to Cypress Pkwy (CR580).	2U UC	C	464 454	D	C

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *2U means two lane undivided, UC means Urban Collector *Indicates capacity after programmed improvements*

C. Roadway Conditions

The condition of Poinciana Pkwy (aka Marigold Ave) is Very Good. condition of Hemlock Avenue is Fair. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

There are sidewalks in front of the Family Dollar at the intersection of Marigold Avenue and Hemlock Avene. Sidewalks will be required at the time of development of the site.

E. Planned Improvements:

Intersection improvements and signalization at Marigold Avenue at Hemlock Drive and Marigold Avenue at Lake Marion Creek Road were recently completed along with sidewalk improvements along Pine Street (north of the site). Table 7, to follow, shows planned improvements to the surrounding roadway network in the County's 5-year Community Investment Program (CIP).

Table 7

Road	Fiscal Year CIP (estimated cost)	Project Description
Marigold Avenue Widening	$59,000,000	Widen Marigold Avenue from CR 580/Cypress Parkway to Palmetto Street from two-lanes to four-lanes (about 2.2 miles). Marigold Avenue widening is a priority due to population and employment growth in the Poinciana area. SWFWMD permitting complete. Right-of-way acquisition underway. In re-deign to minimize impacts to existing transmission lines. **Construction is TBD.**
Intersection improvements at Marion Creek Road and Cypress Parkway	$2,600,000	Finalizing construction cost estimates for signalization.
Caspian Road Sidewalks	Pending construction bids	Study Phase

F. Mass Transit

The closest mass transit is Citrus Connection Line 603, their Southwest Poinciana line with the closest stop at Coyote Road and Bobcat Court approximately 4.3 miles northeast of the site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Lil Halibut Park 1.6 miles east of the site and the nearest regional Park is Poinciana Community Park 1.0 miles to the north of the subject site.

B. Services:

Lil Halibut Park has a tot lot and playground. Poinciana Community Park has a walking path, a playground, baseball fields, a cricket pitch and basketball parks. There are also multipurpose fields, a pavilion that can be rented and league play. Additionally, a dog park features separate areas for large and small dogs, agility equipment, water fountains and shaded areas for humans.

C. Multi-use Trails:

The closest free hiking trail is in Poinciana Community Park 4.0 miles to the south of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Kissimmee Chain of Lakes south of the subject site.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The subject site is comprised of a mix of soil types, which may dictate construction techniques.

A. Surface Water:

There is no surface water on the subject site. The site's elevation is relatively flat with an elevation of 107 feet at the northwestern area of the site and sloping downward to the property boundaries generally at 100 feet.

B. Wetlands/Floodplains:

The subject site is not located within a floodplain and has no wetlands indicated.

C. On-Site Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the subject site has limitations for septic tank

absorption. However, the site will be able to connect to Toho wastewater lines, so this should not be an issue.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Small Commercial Buildings	% of Site *(approximate)*
Tavares fine sand, 0 to 5 percent slopes (15)	Moderate: wetness	Slight	76%
Immokalee sand	Severe: wetness	Severe: wetness	3%
Astatula sand, 0 to 5 percent slopes (46)	Slight	Moderate: slope	3%
Arents-Urban land complex, 0 to 5 percent slopes	Severe: wetness: poor filter	Moderate: wetness, slope	10%
Narcoossee sand	Severe: wetness: poor filter	Moderate: wetness	8%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service.

D. Wells (Public/Private)

The subject site is not located in an identified Wellfield Protection District. It is noted that the Toho Hurton Water Treatment Plant is located adjacent to the site on the western side of Hemlock Avenue. A portion of the site, the requested Institutional, is intended for the expansion of the production wells for this Water Treatment Plant. It is noted that there is an existing Toho water production well on the eastern portion of the site.

E. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

F: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. The lands on the west side of Lake Marion Creek Drive, owned by Polk County, in excess of 280 acres is under a conservation easement as recorded in OR Book 12845, Page 0260.

G. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

H. Airports:

The site is not within an Airport Impact District.

Economic Factors:

A change in the Future Land Use designation to Institutional (INST) for a portion of the site will allow for the expansion of the Huron WTP as requested by the Toho Water Authority. The change in the Future Land Use designation to Neighborhood Activity Center (NAC) allows for a identifiable non-residential commercial use properties within a public data viewer of developers to identify properties without having to request a property's entitled uses for County Staff.

Consistency with the Comprehensive Plan
Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Everything around the subject site is slated for low density residential use, meaning this land use change is compatible.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	Subject site is at the intersection of two Urban Collector Roads which is ideal for the NAC use, with the INST use along the rear of the site. Toho Water Authority lines are readily available in this area for water and wastewater. This request is consistent with this policy.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The timing is consistent with the growth in the area as the surrounding sites are already designated for low density residential. There is available connectivity to water, wastewater, and electricity. Fire and Sheriff are available for this area. The schools that are zoned for the site have capacity, but site is expected to

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	develop non-residential, so this should not be an issue. The request provides for the expansion of the Huron WTP and land for non-residential commercial support for this area of Poinciana.
POLICY 2.107-A1 DESCRIPTION - UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas. POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where:	Institutional and Neighborhood Activity Centers are allowed within the Utility Enclave Area. Water and sewer lines have already been constructed in this area by Toho Water Authority and will service the subject site if developed.

Comprehensive Plan Policy	Consistency Analysis
o a. it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s); o b .it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); andc.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed. POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs: o ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria. o RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria. o OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation. POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEAs in accordance with applicable criteria. POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code: o All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met. o Incorporate design features that promote healthy communities, green building practices, mixed use development, transit oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element. o Provide access to parks, green areas, and open space and other amenities. o Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement).	

Comprehensive Plan Policy	Consistency Analysis
In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section	
POLICY 2.110-D1: Characteristics - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are: ➢ Usable Area: Over 5 acres to 20 acres ➢ Gross Leasable Area (GLA): 20,000 to 150,000 square feet ➢ Minimum Population Support: 5,000 to 10,000 people ➢ Market-Area Radius: 1½ miles ➢ Typical Leading Tenant: Supermarket ➢ Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store POLICY 2.110-D2: Designation and Mapping - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC). POLICY 2.110-D3: Location Criteria - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs: ➢ a. Two (2) miles within the TSDA and UGA. ➢ b. Four (4) miles within the SDA and UEA. This required separation may be reduced if: ➢ a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or ➢ b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people. POLICY 2.110-D4: Development Criteria - Development within a Neighborhood Activity Center shall conform to the following criteria:	The subject's 9.1± acre site meets the Characteristics for a Neighborhood Activity Center and is located within the UEA. The site has a population support within a 1.5-mile radius of 7,920. Within the Pre-DRI Map the nearest commercial sites may be seen in Exhibit 6. There are Commercial designations within the Pre-Dri Map on the southern side of Marigold Avenue. The western side of this Commercial designated property was developed with a wastewater treatment plant in the early 1980's, the eastern portion of the Pre-DRI Commercial has not been developed. The Pre-DRI Commercial site does have some floodplain and wetlands on site. The Proposed NAC has significant frontage along two (2) Urban Collector roads as well as existing cross access stub outs from the existing Family Dollar Store.

Comprehensive Plan Policy	Consistency Analysis
➢ a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway. ➢ b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical. ➢ c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic. ➢ d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development. ➢ e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center. ➢ f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development. ➢ g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.	
POLICY 2.116-A3: Location Criteria - Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County, unless further prohibited by the Land Development Code the County in accordance with Section 163.3201(1), FS. The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional: ➢ a. Accessibility to roadways, with consideration being given to regional transportation issues for largescale institutional developments having a regional market.	The subject's 3.4± acre site is an allowed Land Use within the UEA. The site has access to Hemlock Avenue an Urban Collector road. The request for Institutional is for the expansion of the Huron WTP adjacent on the west side of Hemlock Road. The proposed use of the site is consistent with the Development Criteria for an Institutional. Land Use district.

Comprehensive Plan Policy	Consistency Analysis
➢ b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts). ➢ c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. ➢ d. Proximity to similar and compatible uses providing opportunities for shared facilities. ➢ e. Plans of the School Board and other public service agencies with jurisdiction in the County. The placement of institutional uses in other than lands classified as Institutional shall be subject to County approval through a Conditional Use Permit, or in accordance with land-development regulations adopted and/or amended by the County in accordance with Section 163.3201(1), FS. Educational facilities will be allowed in lands designated as Institutional, or in all other land uses, except Industrial as a community facility in accordance with policies of this Plan. POLICY 2.116-A4: Development Criteria - Institutional development shall conform to the following criteria: ➢ a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include: 1. public and private educational facilities; 2. government-administration buildings; 3. public-safety structures (e.g. police and fire); 4. cultural facilities (e.g. libraries, museums, and performing-arts theaters); 5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities. ➢ b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes. ➢ c. Prior to site planning, the School Board, independent special districts and other governmental entities shall communicate to one another to pursue potential colocation of government services.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

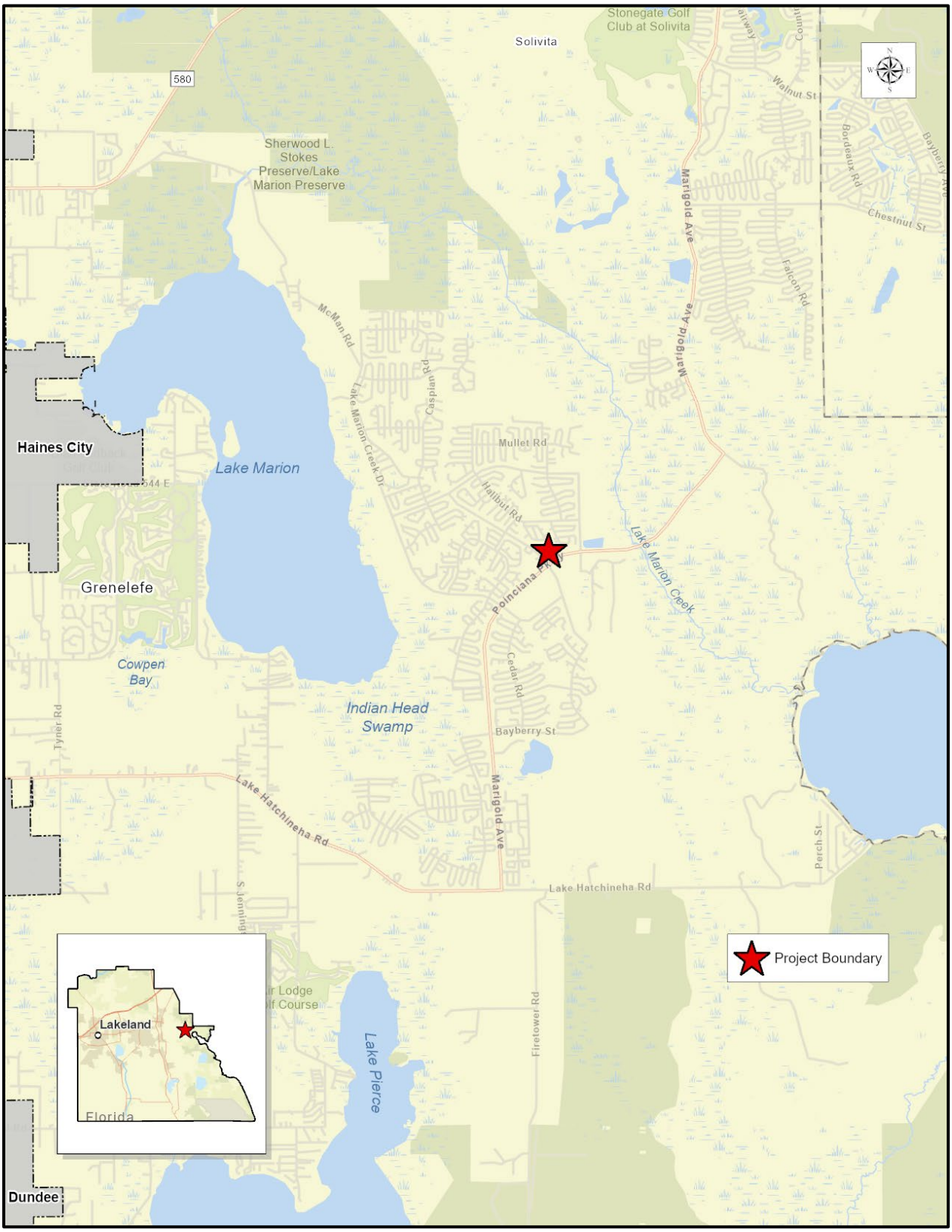
Comments from other agencies

No comments

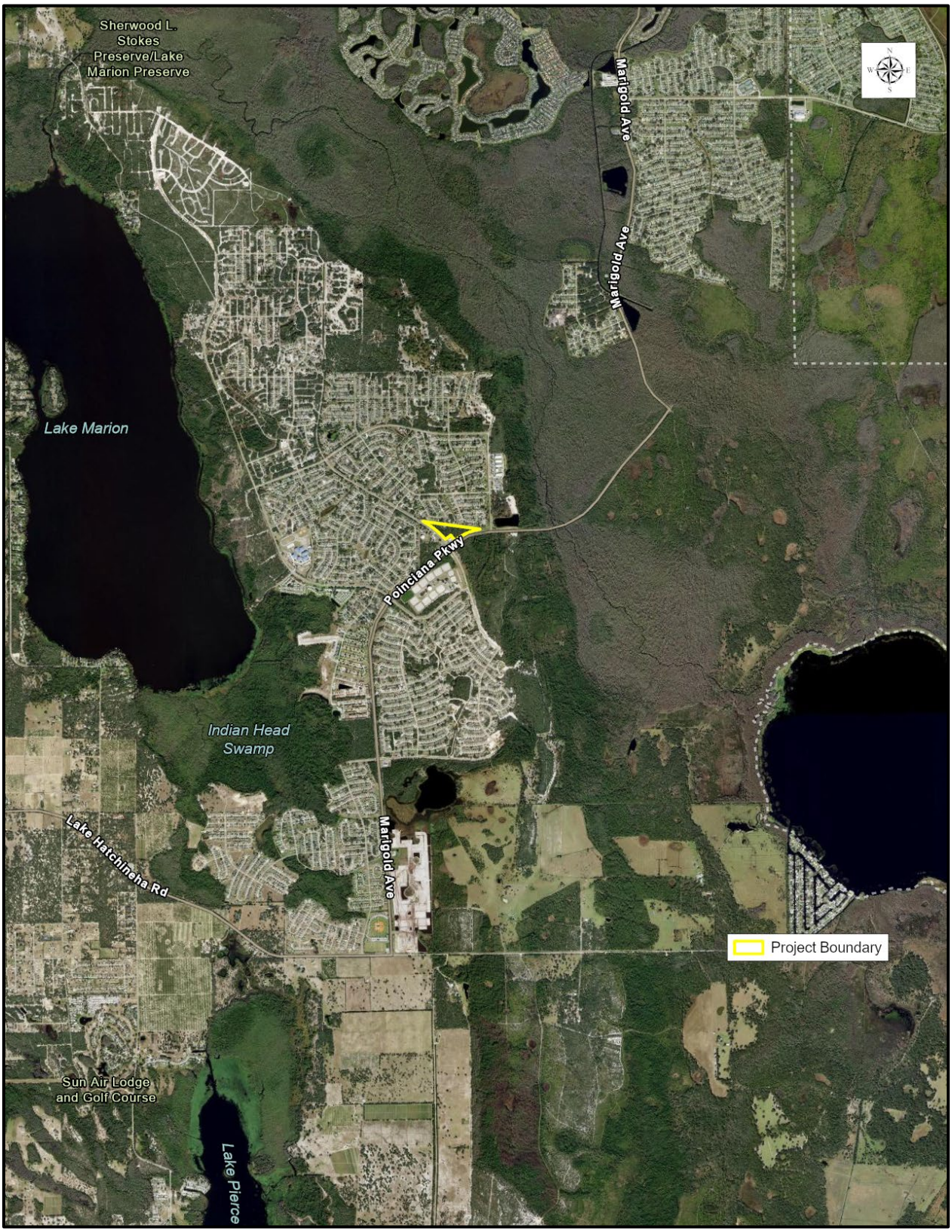
Exhibits:

Exhibit 1	Location Map
Exhibit 2	2023 Aerial Context Map
Exhibit 3	2023 Aerial Close Up
Exhibit 4	Current Future Land Use Map
Exhibit 5	Proposed Future Land Use Map
Exhibit 6	Poinciana Master Plan
Exhibit 7	INST Permitted and Conditional Uses
Exhibit 8	NAC Permitted and Conditional Uses

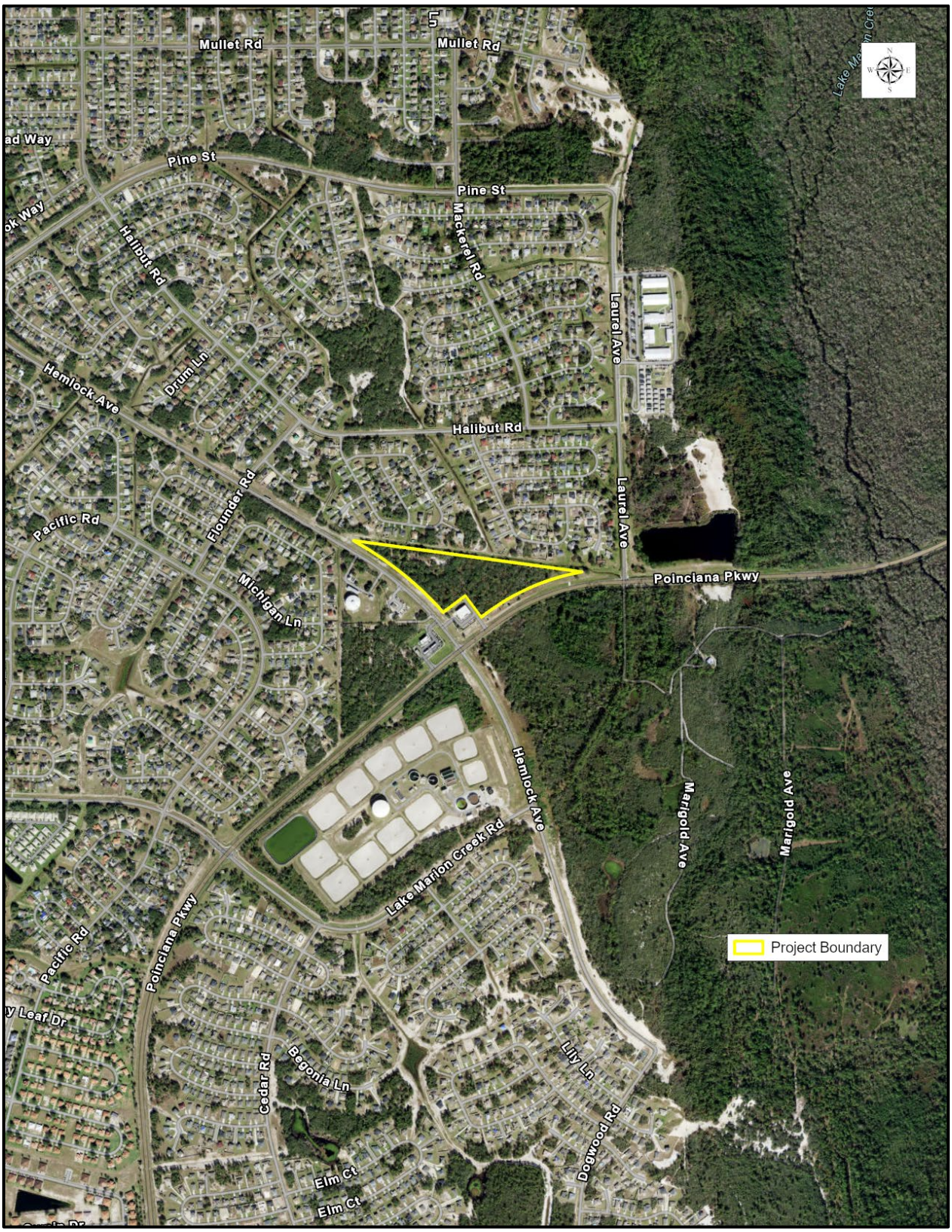
Applicant's submitted documents and ordinance as separate files



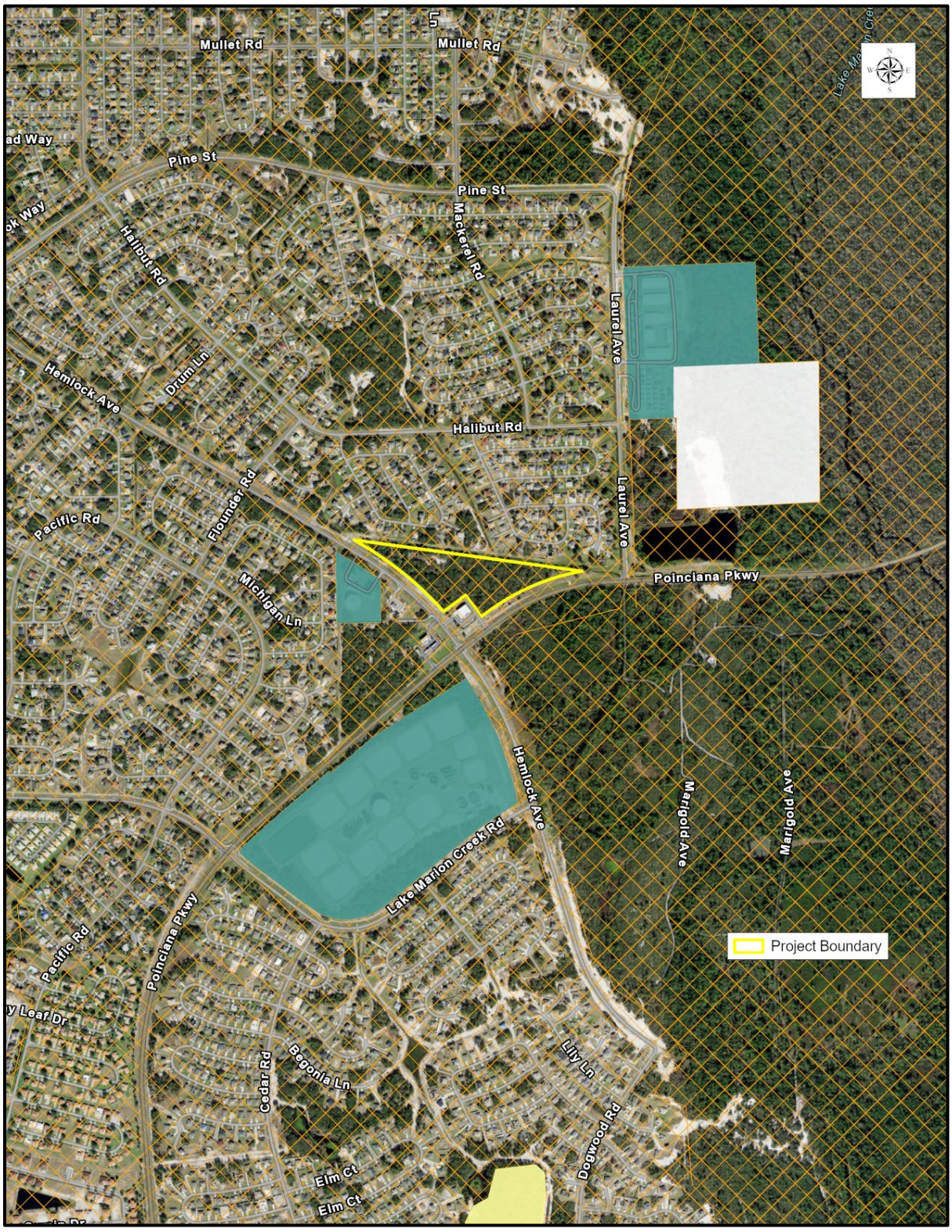
LOCATION MAP



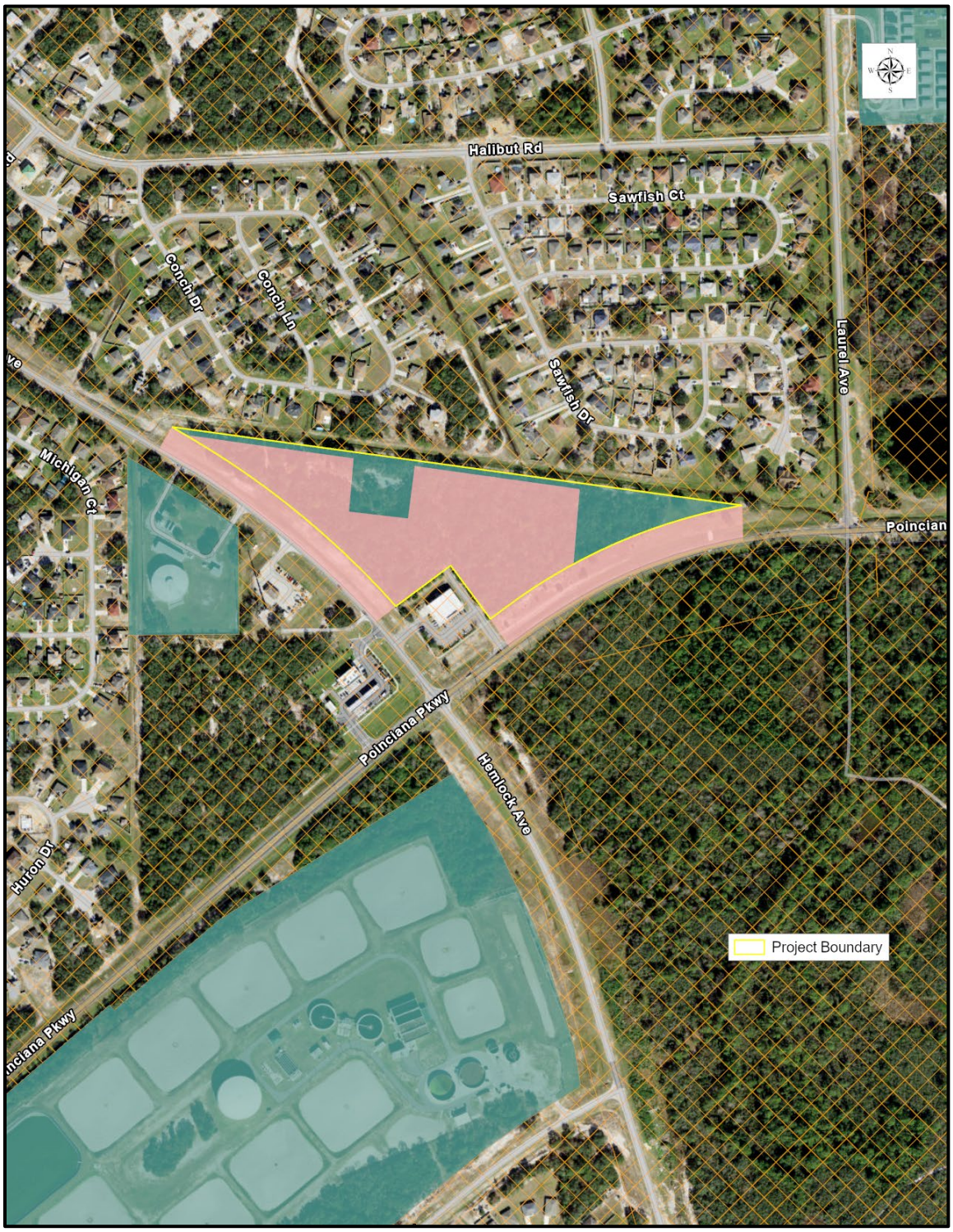
2023 AERIAL PHOTO CONTEXT



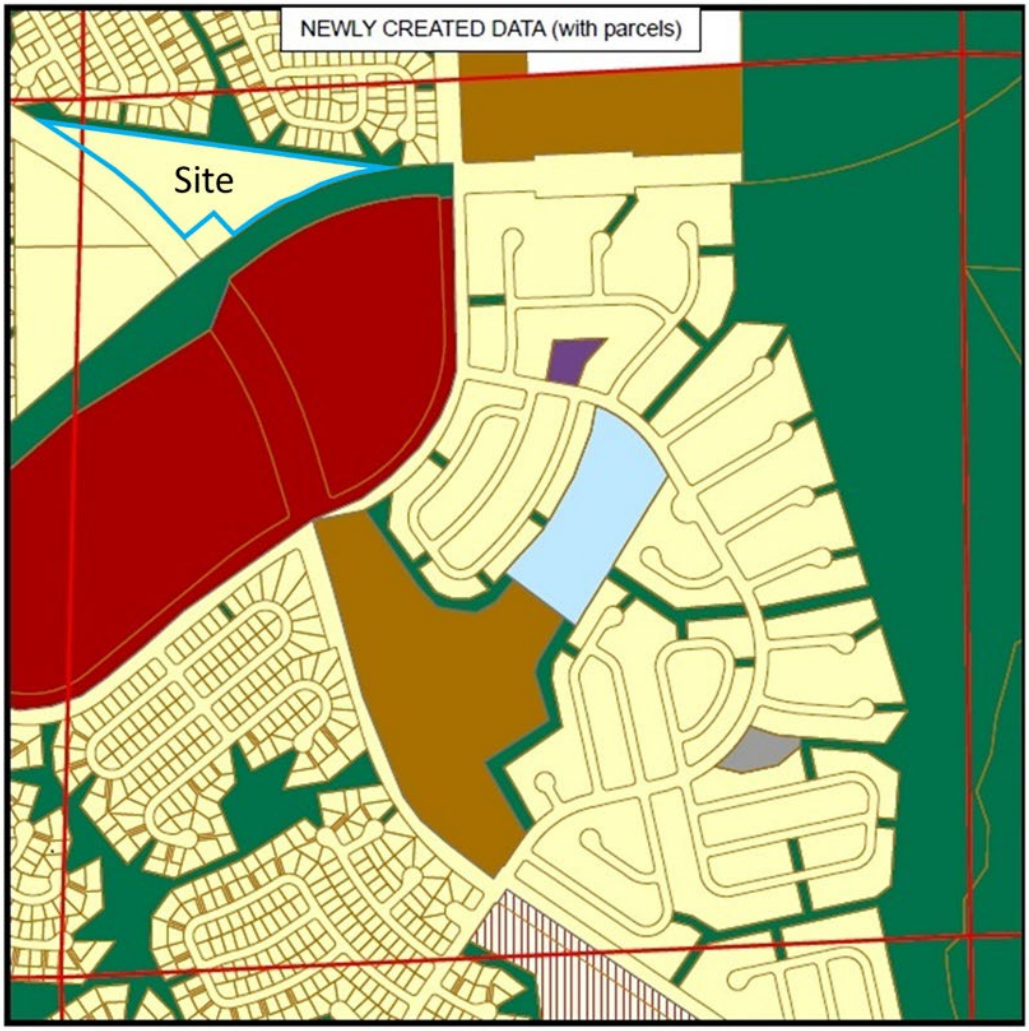
2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Pre-Development of Regional Impact (Pre-DRI)



PROPOSED FLUM
Institutional (INST)
Neighborhood Activity Center (NAC)



Poinciana Master Plan
(Single Family Residential)

Land Use District	Technical Staff Review	Public Hearing(s) Required
INST-1 Proposed Future Land Use Designation Institutional-1	Group Home, Large (7-14 residents); Group Living Facility (15 or more residents); Adult Day Care Center (7 or more clients); Cemetery; Childcare Center; Clinics & Medical Offices; Communication Towers, Guyed & Lattice; Communication Towers, Monopole; Community Center; Cultural Facility; Emergency Shelter, Medium (7-14 residents); Emergency Shelter, Large (15 or more residents); Farming General; Golf Course; Government Facilities; Heliports; Helistops; Institutional Campground; Lodges & Retreats, Private; Nursing Homes; Office; Office Park; Recreation, Passive; Recreation, High Intensity, Recreation, Low Intensity; Recreation, Vehicle Oriented; Religious Institutions; Schools, Elementary; Schools, Middle; School, Leisure/special Interest; Studio Production; Solar Electric-Power Generation Facility; Utilities, Class I; Utilities, Class II	Multi-Family; Planned Development; Gas Station; Hospitals; Lime Stabilization Facility; Mining, Non-phosphate; Residential Treatment Facility (C4); School, High; School, Technical/Vocational/Trade & Training; School, University/College; Seaplane Base; Utilities, Class III; Water Ski Sports

Institutional (INST)

PERMITTED AND CONDITIONAL USES

Neighborhood Activity Center (NAC)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	Alcohol Package Sales, C1 Car Wash, Incidental, C2 Childcare Center, P Clinics & Medical Offices, C2 Community Center, C2 Cultural Facility, C2 Farming General, P Financial Institution, P Financial Institution, Drive Through, C2 Gas Station, P Government Facility, P Marina and Related Facilities, C1 Medical Marijuana Dispensaries, C2 Nurseries, Retail, P Nurseries and Greenhouses, P Office, C2 Personal Service, C2 Recreation Passive, C1 Recreation & Amusement General, C2 Religious Institution, C2 Restaurant, drive-thru/Drive-in, C2 Restaurant, sit-down/Take-out, P Retail, 10,0000-34,999 sq. ft., P Retail, 35,000-64,000 sq. ft., P Retail. Less than 10,000 sq. ft., P Schools, Leisure/Special Interest, C2 Self-storage Facility, C2 Transit Facility, P Utilities Class I, P Utilities Class II, P Utilities Class III, C3 Vehicle Service, Mechanical, P Veterinary Service, P	**Residential Uses:**	Multi-family, C3
		Mixed Uses:	Planned Development, C3 Transitional Area Development, C3
		All Other Uses:	Bars, Lounges, and Taverns, C3 Cemetery, C3 Helistops, C3 Mining, Non-phosphate, C3 Retail, More than 65,000 sq. ft., C3 School, Technical/Vocational/ Trade & Training, C3 School, University/College, C3 Water Ski Schools, C3

Neighborhood Activity Center (NAC)

PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-38**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE DESIGNATION ON A TOTAL OF 12.5± ACRES, FROM PRE-DEVELOPMENT OF REGIONAL IMPACT (PRE-DRI) TO INSTITUTIONAL (INST) AND NEIGHBORHOOD ACTIVITY CENTER (NAC) IN THE UTILITY ENCLAVE AREA (UEA). THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE OF MARIGOLD AVENUE AND HEMLOCK AVENUE, EAST OF FLOUNDER ROAD, SOUTH OF HALIBUT ROAD, AND WEST OF LAUREL AVENUE EAST OF THE CITY OF HAINES CITY, IN SECTIONS 02, AND 28, TOWNSHIP 28, RANGE 28; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on March 4, 2026; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on April 21, 2026; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on a 12.5± acre site from Pre-Development of Regional Impact (DRI) to Institutional (INST) and Neighborhood Activity Center (NAC) in the Utility Enclave Area (UEA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcels: **282802-934710-147060 and 282802-934710-147160**

Neighborhood Activity Center (NAC)

PARCEL "A"

THAT CERTAIN TRACT OF LAND SITUATED IN POLK COUNTY, FLORIDA, VIZ:

TRACT F OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53 AT PAGES 4 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTIONS THEREOF WHICH HAVE BEEN PREVIOUSLY CONVEYED, REPLATTED OR VACATED BY RESOLUTION.

LESS AND EXCEPT THAT CERTAIN TRACT OF LAND SITUATED IN POLK COUNTY, FLORIDA, VIZ:

A PORTION OF TRACT "F", POINCIANA NEIGHBORHOOD 4, VILLAGE 7, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE(S) 4 THROUGH 18, INCLUSIVE OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "F", SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG THE SOUTHEASTERLY LINE OF TRACT "F", ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF POINCIANA PARKWAY, 934.59 FEET ALONG THE ARC OF

SAID CURVE TO THE LEFT HAVING A RADIUS OF 2002.86 FEET, A CENTRAL ANGLE OF 26°44'09" AND A CHORD BEARING AND DISTANCE OF S 67°11'59" W, 926.14 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY LINE OF TRACT "F" AND THE NORTHERLY RIGHT OF WAY OF POINCIANA PARKWAY, S 53°49'54" W, 73.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 53°49'54" W, 174.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE 35.35 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 5795.58 FEET, A CENTRAL ANGLE OF 00°20'58" AND A CHORD BEARING AND DISTANCE OF S 53°39'25" W, 35.35 FEET TO A POINT OF REVERSE CURVATURE; THENCE 38.89 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°08'37" AND A CHORD BEARING AND DISTANCE OF N 81°57'11" W, 35.09 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT "F"; THENCE ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT "F", SAID LINE ALSO BEING THE NORTHERLY RIGHT OF WAY OF HEMLOCK AVENUE, N 37°23'03" W, 9.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE 206.99 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3075.00 FEET, A CENTRAL ANGLE OF 03°51'25" AND A CHORD BEARING AND DISTANCE OF N 39°18'45" W, 206.95 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE OF TRACT "F" AND NORTHERLY LINE OF HEMLOCK AVENUE, N 53°49'54" E, 247.00 FEET; THENCE S 36°10'06" E, 240.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN TRACT OF LAND SITUATED IN POLK COUNTY, FLORIDA, TO-WIT:

A TRACT OF LAND BEING A PORTION OF TRACT "F" OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGE 12 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF SAID TRACT "F" OF SAID POINCIANA NEIGHBORHOOD 4, VILLAGE 7, SAID CORNER LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2002.86 FEET; THENCE FROM A TANGENT BEARING OF S 80°34'02" W RUN WESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF POINCIANA PARKWAY A DISTANCE OF 146.26 FEET THROUGH A CENTRAL ANGLE OF 04°11'02" TO A POINT; THENCE FROM A TANGENT BEARING OF S 76°23'00" W AND LEAVING SAID RIGHT OF WAY

LINE RUN THENCE N 08°17'09" E 49.56 FEET TO THE NORTH LINE OF AFORESAID TRACT "F"; THENCE RUN S 81°42'51" E ALONG SAID NORTH LINE 137.57 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 3,279 SQUARE FEET MORE OR LESS.

LESS AND EXCEPT THAT CERTAIN TRACT OF LAND SITUATED IN POLK COUNTY, FLORIDA, TO-WIT:

A TRACT OF LAND BEING A PORTION OF TRACT "F" OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGE 12 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "F" FOR THE POINT OF BEGINNING: THENCE, ALONG THE NORTH LINE OF SAID TRACT "F", SOUTH 81°42'51" EAST, A DISTANCE OF 1942.23 FEET; THENCE DEPARTING THE NORTH LINE OF SAID TRACT "F", SOUTH 08°17'09" WEST, A DISTANCE OF 49.56 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "F", THE NORTH RIGHT OF WAY LINE OF MARIGOLD AVENUE AND A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS DISTANCE OF 2002.86 FEET, CENTRAL ANGLE OF 14°00'08", A CHORD BEARING OF SOUTH 69°22'55" WEST, A CHORD DISTANCE OF 488.26 FEET; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE, NORTH RIGHT OF WAY LINE AND SOUTH LINE OF SAID TRACT"F", AN ARC DISTANCE OF 489.47 FEET; THENCE DEPARTING ARC OF SAID CURVE NORTH 08°17'09" EAST, A DISTANCE OF 265.56 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 632.61 FEET; THENCE SOUTH 08°17'09" WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 08°17'09" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 635.04 FEET TO THE EAST RIGHT OF WAY OF HEMLOCK AVENUE AND WEST LINE OF SAID TRACT "F"; THENCE NORTH 58°43'36" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND WEST LINE OF SAID TRACT "F", A DISTANCE OF 51.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.0436 ACRES OR 1325808 SQUARE FEET, MORE OR LESS.

PARCEL 2: (NON-EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH NON-EXCLUSIVE EASEMENT(S) AS SET FORTH AND CREATED BY THAT CERTAIN EASEMENT AGREEMENT BETWEEN AVATAR PROPERTIES, INC., A

FLORIDA CORPORATION, AND BOO-HEMLOCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED APRIL 17, 2015, RECORDED APRIL 29, 2015 IN OFFICIAL RECORDS BOOK 9513, PAGE 687, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

Institutional (INST)

PARCEL "B"

A TRACT OF LAND BEING A PORTION OF TRACT "F" OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGE 12 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "F" FOR THE POINT OF BEGINNING: THENCE, ALONG THE NORTH LINE OF SAID TRACT "F", SOUTH 81°42'51" EAST, A DISTANCE OF 1942.23 FEET; THENCE DEPARTING THE NORTH LINE OF SAID TRACT "F", SOUTH 08°17'09" WEST, A DISTANCE OF 49.56 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "F", THE NORTH RIGHT OF WAY LINE OF MARIGOLD AVENUE AND A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS DISTANCE OF 2002.86 FEET, CENTRAL ANGLE OF 14°00'08", A CHORD BEARING OF SOUTH 69°22'55" WEST, A CHORD DISTANCE OF 488.26 FEET; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE, NORTH RIGHT OF WAY LINE AND SOUTH LINE OF SAID TRACT"F", AN ARC DISTANCE OF 489.47 FEET; THENCE DEPARTING ARC OF SAID CURVE NORTH 08°17'09" EAST, A DISTANCE OF 265.56 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 632.61 FEET; THENCE SOUTH 08°17'09" WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 08°17'09" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 81°42'51" WEST, A DISTANCE OF 635.04 FEET TO THE EAST RIGHT OF WAY OF HEMLOCK AVENUE AND WEST LINE OF SAID TRACT "F"; THENCE NORTH 58°43'36" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND WEST LINE OF SAID TRACT "F", A DISTANCE OF 51.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.0436 ACRES OR 1325808 SQUARE FEET, MORE OR LESS.

PARCEL "C" Parcel ID: 282802-934710-147160

A TRACT OF LAND BEING A PORTION OF TRACT "F" OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGE 12 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF SAID TRACT "F" OF SAID POINCIANA NEIGHBORHOOD 4, VILLAGE 7, SAID CORNER LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2002.86 FEET; THENCE FROM A TANGENT BEARING OF S 80°34'02" W RUN WESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF POINCIANA PARKWAY A DISTANCE OF 146.26 FEET THROUGH A CENTRAL ANGLE OF 04°11'02" TO A POINT; THENCE FROM A TANGENT BEARING OF S 76°23'00" W AND LEAVING SAID RIGHT OF WAY LINE RUN THENCE N 08°17'09" E 49.56 FEET TO THE NORTH LINE OF AFORESAID TRACT "F"; THENCE RUN S 81°42'51" E ALONG SAID NORTH LINE 137.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0753 ACRES OR 3279 SQUARE FEET, MORE OR LESS

SECTION 2: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE

This ordinance shall be effective on May 22, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the

Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 21st day of April 2026.

ATTACHMENT "A"

LDCPAS 2025-38
Development Area: Utility Enclave Area
Location: North side of Hemlock Ave and Marigold Ave (Poinciana Pkwy), south of Halibut Road
Section-02 Township-28 Range-28



PARCEL DETAIL
Note: Not to Scale

Toho Water Authority | bringing you life's most precious resource

December 3rd, 2025

Land Development Division
330 W. Church Street
Bartow FL, 33830

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE APPLICATION
APPLICATION NUMBER: LDDRC-2025-269
PID: 282802934710147060

To Whom it May Concern:

Toho Water Authority (Toho) is pleased to submit an application for a Small Scale land use for PID 282802934710147060. The property currently has a single family residential and greenways designation in the Poinciana Master Plan (PUD 71-10), and Toho is requesting the land use to be changed to institutional.

Attached to this letter you will find:

- Description and Intended Land Use
- An Impact Assessment Statement (IAS)
- Demonstration of Need per Policy 2.102 – A11 of the Comprehensive Plan
- Policy Consistency Narrative

Supplemental Attachments/Maps include the following:

- Exhibit A: Preliminary Plan
- Exhibit B: Well Clearances
- Exhibit C: Parcel Dimensions
- Exhibit D: Boundary Survey
- Exhibit E: FEMA Flood Plain Map
- Exhibit F: Land Use Map
- Exhibit G: Soils Map
- Exhibit H: Traffic Circulation Map
- Exhibit I: Drainage Map

If you have any questions, please feel free to contact me at msmart@tohowater.com.

Sincerely,
Micah Smart, P.E.; cc: Allison Schulz, Roberta Alfonso, Mary Hewitt

Toho Water Authority | bringing you life's most precious resource

Description and Intended Land Use:

Toho Water Authority is currently under contract to purchase PID 282802934710147060. The property currently has a multifamily designation in the Poinciana Master Plan (PUD 71-10). The property is required for the Huron Water Treatment Plant (WTP) Expansion project – a project based on Toho's latest Potable Water Master Plan demand projections.

Due to growth in the area, water demands in the Poinciana service area are projected to exceed the treatment capacity of the existing Huron WTP by 2031. This project will expand the treatment capacity of Huron WTP by adding two new production wells, high service pump upgrades, aeration/chemical system upgrades, piping upgrades at the WTP, and other improvements that may be necessary to facilitate the capacity expansion.

The subject property was selected as a prime candidate to contain an upper Florida aquifer (UFA) production well (Well #5-7). It is best practice for UFAs to maintain a 1,000 foot radial clearance from other existing Floridan Aquifer wells in order ensure adequate ground water flow and prevent interference between well production. Furthermore, a 100 foot radial set back from sanitary hazards is required per Chapter 62-555. 312(3), FAC. Per this rule, Toho intends to center the well in a 205'x205' parcel to maintain property control for 100 feet around new wells. Please see attached Exhibit A and B for more information. The subject property and proposed well point meet this criteria as well as being a healthy location for well drilling and production per hydraulic models. The well is anticipated to generate 1,700 GPM.

Toho proposes the following:

- 205'x205' parcel
- 105'x105'x8' chain link fence with swing gate
- 50'x20' concrete pad to house Concrete Masonry Unit (CMU) Pump House:
    - Production Well Pump
    - Automatic Transfer Switch
    - PLC Control Panel
    - MCC
    - Security Cameras
- 12'x15' Concrete Pad:
    - Emergency Standby Generator
    - Main Circuit Breaker
- Transformer (as provided by Duke Energy)
- 12" PVC Raw Water Main from the Well Point to the Huron WTP

- 30' access gravel/dirty driveway

Impact Assessment Statements (IAS):

For your convenience, we will provide the IAS from section 910 of the Land Development Code below and follow with our responses in ***bold italics***:

A. Land and Neighborhood Characteristics:

To assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;
   The site is in an undeveloped vicinity meeting upper Floridan Aquifer (UFA) clearance requirements of 1000 foot radial separation between existing UFA wells, and 100 foot radial clearance from existing and potential sanitary hazards. The site is also adjacent to Huron WTP.
2. Provide a site plan showing each type of existing and proposed land use;
   Please see Exhibit A.
3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;
   The adjacent use is commercial/multifamily. Toho proposes to keep the institutional use behind the existing commercial buildings and away from the frontage. Toho is also considering selling the remainder.
4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;
   The future development will help meet future potable water demand projections to allow for further growth in the Poinciana area.
5. Describe each of the uses proposed in a Planned Development and identify the following:
   a. The density and types of residential dwelling units;
      N/A – no residential dwelling units
   b. The type of commercial and industrial uses;
      N/A – upper Floridan Aquifer production well
   c. The approximate customer service area for commercial uses; and
      N/A – no commercial uses
   d. The total area proposed for each type of use, including open space and recreation.
      42,025 sqft (0.96 acres) for institutional use
      25,050 sqft (0.58 acres) for access

B. Access to Roads and Highways

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;
   This property is anticipated to generate well under 50 daily trips. Visitation and access to the property is purely for maintenance purposes by Toho staff and contractors.
2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;
   No modifications are required.
3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;
   There will be 0 parking spaces. Toho staff and maintenance crew are anticipated to park on the access driveway on a minimal basis.
4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads);
   The proposed method is traveling west on the North side of the property to enter Hemlock Avenue
5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.
   Only automobile – usually a four wheel pick-up/maintenance truck

C. Sewage

To determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;
   0 GPD – no sewage will be generated.
2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

N/A – no sewage will be generated.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;
   N/A – no sewage will be generated.
4. Identify the service provider; and
   Toho Water Authority is the service provider; however, no sewage will be generated.
5. Indicate the current provider's capacity and anticipated date of connection.
   N/A – no sewage will be generated

D. Water Supply

To determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;
   N/A – water is not required for this site.
2. Identify the service provider;
   Toho Water Authority is the service provider; however, water will not be consumed.
3. Calculate the estimated volume of consumption in gallons per day (GPD);
   N/A – water will not be consumed.
4. Indicate the current provider's capacity and anticipated date of connection.
   N/A – water will not be consumed.

E. Surface Water Management and Drainage

To determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;
   Minimal to no impact. The majority of the site will be undisturbed.
2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;
   Minimal alteration. The majority of the site will be undisturbed. No impacts to wetlands and/or drainage features.
3. Describe the impact of such alterations on the fish and wildlife resources of the site;
   Minimal impact. The majority of the site will be undisturbed. Critical electrical components will be enclosed and protected from the

environment. Sound attenuating enclosures will be utilized to mitigate sound from the well pump and emergency generator.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.
   The site is intended to pull up to 1,700 GPM from the upper Florida aquifer. The static ground water elevation is 73 feet, and the estimated drawdown is 20 feet (assumes a 103 feet existing grade elevation). The proposed location of the well point ensures that the well cone of depression does not interfere with existing wells. Due to minimal alterations to the site, existing groundwater recharge is not affected.

F. Population

To determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;
   N/A – institutional use (UFA production well)
2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;
   N/A – institutional use (UFA production well)
3. Indicate the expected demographic composition of the additional population (age/socio-economic factors);
   N/A – institutional use (UFA production well)
4. Describe the proposed service area and the current population thereof.
   N/A – institutional use (UFA production well)

G. General Information

To determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The production well will increase the WTP capacity and meet future water demands in the Poinciana area.

2. Discuss the demand on the provision for the following services:
   a. Parks and Recreation;
      N/A – upper Florian Aquifer production well
   b. Educational Facilities (preschool/elementary/middle school/high school);
      N/A – upper Florian Aquifer production well
   c. Health Care (emergency/hospital);
      N/A – upper Florian Aquifer production well
   d. Fire Protection;
      N/A – upper Florian Aquifer production well
   e. Police Protection and Security;
      N/A – upper Florian Aquifer production well will be protected with a chain link fence. Cameras will be installed within the property.
   f. Electrical Power Supply.
      Power from Duke Energy will be required for the well pump and miscellaneous electrical components. The following is preliminary power demand. Please note that these are not final and will be coordinated with Duke Energy in a separate application:
      - ***One well pump - 75 HP***
      - ***One Diesel Standby Generator - 130 kW***

H. Maps

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.
2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:
   i. Map A: A location map showing the relationship of the development to cities, highways, and natural features;
      Please see Exhibit A
   ii. Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;
      Please see Exhibit E

iii. Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;
Please see Exhibit F

iv. Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;
Please see Exhibit G

v. Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.
Please see Exhibit H

vi. Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and
See Exhibit A

vii. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.
Please see Exhibit I

Demonstration of Need per Policy 2.102 – A11 of the Comprehensive Plan:

For your convenience, we will provide the Demonstration of Need per Policy 2.102 – A11 of the Comprehensive Plan below and follow with our responses in ***bold italics***:

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

No, the proposed parcel and access is requested to be institutional. Toho is anticipating selling the remaining property.

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.
No, the proposed parcel is in the most suitable location for the Huron WTP expansion project. It is a proposed 205'x205' parcel and access.

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.
No, the land use is requested to be institutional.

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.
No, the proposed parcel and access does not affect environmentally sensitive areas.

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.
No, there are no agricultural areas in or adjacent to this property.

f. Fails to maximize use of existing public facilities and services.
No, this parcel is adding the existing public facilities and services.

g. Fails to minimize the use of future public facilities and services.
Yes, the proposed parcel does not guarantee minimizing the use of future public facilities and services. Toho intends to sell the remaining property.

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.
No, the proposed parcel does not affect land use patterns or timing.

i. Fails to provide a clear separation between urban and rural uses.
No, there are no rural uses anticipated for this property.

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

No, the proposed parcel and access will allow for in-fill development or redevelopment of existing neighborhoods and communities, as Toho intends to sell the remaining property.

k. Fails to encourage an attractive and functional mix of land uses.
No, Toho intends to use the proposed 205'x205' parcel and access and sell the remaining property. Only the proposed parcel is intended to be institutional.

l. Results in poor accessibility among linked or related land uses.
No, the proposed parcel and access are intended to be on the north side, opposite the frontage and major roads. This will allow for other land uses to remain adjacent to the roads and easy access points.

m. Results in the loss of a significant amount of functional open space.
No, the parcel is not anticipated to generate the loss of significant functional open space as it has a small relative footprint.

Toho Water Authority | bringing you life's most precious resource

December 3rd, 2025

Land Development Division
330 W. Church Street
Bartow FL, 33830

POLICY CONSISTENCY NARRATIVE
HURON WATER TREATMENT PLANT – WELL SITE REZONING
PARCEL ID: 282802934710147060
PROPOSED REZONING: INSTITUTIONAL (INST)
PROPOSED USE: UPPER FLORIDAN AQUIFER PRODUCTION WELL

To Whom It May Concern:

Toho Water Authority (Toho) is pleased to submit this application requesting rezoning of the above referenced property, along with a connecting access driveway, to the Institutional (INST) land use designation. The purpose of the rezoning is to accommodate the installation of a public upper Florida Aquifer (UFA) production well that will serve the Huron Water Treatment Plant (WTP) expansion project, improving potable water capacity for the local service area.

The well site will be located behind the existing frontage structures and vegetation, screened from public view, and will maintain very low development intensity. The remainder of the property not required for utility use is intended for sale and future private development consistent with existing land use designations.

Enclosed is a Narrative of Policy Consistency demonstrating compliance with the Polk County Comprehensive Plan, Future Land Use (FLU), and Development Area policies. Toho appreciates your review of this request and stands ready to provide any additional information needed.

Respectfully submitted,

Micah Smart, P.E.
cc: Allison Schulz, Roberta Alfonso, Mary Hewitt

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NARRATIVE OF POLICY CONSISTENCY
REZONING TO INSTITUTIONAL (INST)
UPPER FLORIDAN AQUIFER PRODUCTION WELL – HURON WTP EXPANSION
PID: 282802934710147060

1. Project Overview

Toho Water Authority (Toho) requests rezoning of the above referenced property from the current Single-Family Residential (SFR) and Greenway (GW) designations to mixed use Institutional (INST). Toho intends to house an Upper Floridan Aquifer (UFA) production well within a 205'x205' parcel (well site) as part of the expansion of the Huron Water Treatment Plant. The well site is proposed to be placed behind existing frontage, structures, and vegetation fully shielded from the public realm, and will contain only essential utility equipment. The remaining land outside the well site is intended to remain in its current designation and to be considered for future sale.

2. Consistency With the Polk County Comprehensive Plan

The Future Land Use (FLU) recognizes essential public utilities as allowable and appropriate uses within Institutional districts. The proposed UFA production well is a fundamental component of public infrastructure and directly supports policies encouraging adequate public facilities to meet growth and demand.

Relevant Comprehensive Plan guidance includes:

- Public facility uses are appropriate in Institutional districts.
- The County encourages the placement of utilities in locations that support efficient service delivery.
- Land uses that provide countywide benefits may be approved where impacts are minimal and compatibility is maintained.

Because the well requires minimal land, minimal building footprint, and does not generate commercial or residential activity, the Institutional designation is the most appropriate and consistent category.

3. Consistence With Development Area Policies

The well site is located behind existing buildings and will be screened from public view. The proposed well site:

- Generates minimal traffic (limited to periodic maintenance visits)
- Produces negligible noise (well pump and emergency generator are within sound attenuating enclosures)
- Requires no public access
- Includes no commercial activity
- Has no nighttime operations impacting adjacent properties

This satisfies Policy 2.102-A2, which requires that non-residential uses near residential areas maintain compatibility through scale, buffering, or intensity reduction.

Furthermore, the proposed well directly supports Policy 2.102-A3, which encourages the efficient and strategic distribution of essential public facilities across the County. The well is part of the regional water supply plan supporting the Huron Water Treatment Plant, ensuring reliable potable water for existing and future residents.

Because the well site is screened behind existing structures, vegetation, and occupies a modest footprint far below the intensity typically associated with Institutional zoning, community character will remain unchanged.

4. Justification for Institutional Rezoning

Public water system infrastructure fits squarely within the intent of the Institutional category under Polk County's Land Development Code. Rezoning ensures the well site aligns with the County's long-term planning framework and avoids future land use conflicts. The proposed development will include only:

- A production well and Concrete Masonry Unit (CMU) Pump house
- Pumping equipment
- Standby Emergency Generator
- Security fencing
- An access drive for maintenance crews
- Potentially a Transformer

There will be no large buildings, no public operations, and no parking demand.
This is significantly below the development intensity typically permitted within Institutional zoning.

The well is a critical component of the Huron WTP expansion project and provides direct benefits to the surrounding community and Polk County. Reliable potable water infrastructure is essential for residential, commercial, and economic development.

5. Impact Mitigation Measures

Although impacts are minimal, Toho will employ standard mitigation strategies as needed:

- Shielded lighting, if required
- Limited operational noise (equipment within enclosures)
- Maintenance traffic limited to daytime hours
- Security fencing meeting County design requirements
- Natural or structural buffering where appropriate

These measures further reinforce compatibility with adjacent land uses.

6. Conclusion

The proposed rezoning to Institutional is consistent with the Polk County Comprehensive Plan, aligned with the FLU, and supported by Development Area Policies. The requested designation allows for appropriate placement of essential public water infrastructure while maintaining land use compatibility and preserving community character.

Toho respectfully requests approval of this rezoning to facilitate the long-term reliability and capacity of the Huron Water Treatment Plant expansion and continued service and reliability to the Poinciana area.

WELL 5-7 PROP LOCATION
1358217.71, 496648.61 E 901
1358231.87, 819134.19 W 902

North Property Line

Southwest Property Line

Southeast Property Line

100' R

100' R

815'

819'

500' Rad

SITE OWNED BY TOHO

EXISTING PLANT WELL 5-1

EXISTING WELL 5-5

FUTURE RELOCATION WELL 5-5

MARIGOLD DEVELOPMENT LLC
28-28-02-934710-147060

HURON WTP

A.P.V.

FAMILY DOLLAR

7-ELEVEN

AUTOZONE STORES LLC

AUTOZONE

CONCH DR

SAWFISH DR

SAWFISH LN

HEMLOCK AVE

MARIGOLD AVE

999

999

LS

Legend

- WATER MAIN
- SANITARY MANHOLE
- SANITARY GRAVITY MAIN
- SANITARY FORCE MAIN
- RECLAIM MAIN

Legend

- PROPOSED INSTITUTIONAL 3.4+/- Acres
- PROPOSED COMMERCIAL 9.1+/- Acres

N

1 inch = 150 feet

PROPOSED WELL 5-7 LOCATION

THE TOHOPEKALIGA WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE TOOL ONLY. The Tohopekaliga Water Authority makes no warranty, express or implied with respect to its ownership of any rights relating to trademarks and trade names described herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. Any questions or concerns should be directed to Toho Water Authority, Information Technology (IT) Department at 407-944-5190.

Toho Water Authority

688

LIQUID SOLUTIONS GROUP

TECHNICAL MEMORANDUM

To:	Micah Smart, P.E. Tohopekaliga Water Authority	**Date:**	January 28, 2026
From:	Brian Megic, P.E., BC.WRE	**Reference:**	Huron WTP Expansion

Subject: **Toho Water Authority Huron Water Treatment Plant Wells 5-5 and 5-7 Property Rezoning Population Evaluation**

BACKGROUND

Tohopekaliga Water Authority (Toho) owns and operates a potable water distribution system throughout most of Osceola County within the Urban Growth Boundary, and small portions of Orange County and Polk County. The portion of Toho's service area within Polk County is part of Poinciana, a Census Designated Place (CDP) in Florida. Toho owns and operates one water treatment plant (WTP), the Huron WTP, within Polk County.

Toho is currently in the process of expanding the Huron WTP from 4.81 MGD to 7.5 MGD to meet projected demands within the Poinciana area. As part of this expansion, Toho is planning to install two new groundwater supply wells, both of which are already authorized by the South Florida Water Management District under Toho's Water Use Permit (WUP) #49-00103-W. The original permitted location of proposed Well 5-7 is within a road right-of-way (ROW) not under the control of Toho. Furthermore, Toho prefers not to construct supply wells within a road ROW in case the road is ever expanded and due to Toho's limited rights within the ROW owned and controlled by other entities. As such, Toho identified and is in the process of purchasing a land parcel (Parcel ID 28-28-02-934710-147060) immediately east of the Huron WTP site, as shown in **Figure 1**.

It is planned to utilize the site depicted in **Figure 1** for new Well 5-7, and as a potential future site for Well 5-5 should it ever need to be relocated. Currently, Well 5-5 is located immediately east of the parcel Toho is in the process of purchasing. The utility company that originally owned and operated the Poinciana Water System (Toho purchased the system in the late-2000s) installed Well 5-5 within the ROW of Marigold Avenue. Toho plans to make accommodations on the parcel being purchased to relocate Well 5-5 should Marigold Avenue ever be widened and the existing well is in conflict with infrastructure associated with the road widening. A raw water main from the wells to the Huron WTP would also be installed on the parcel.

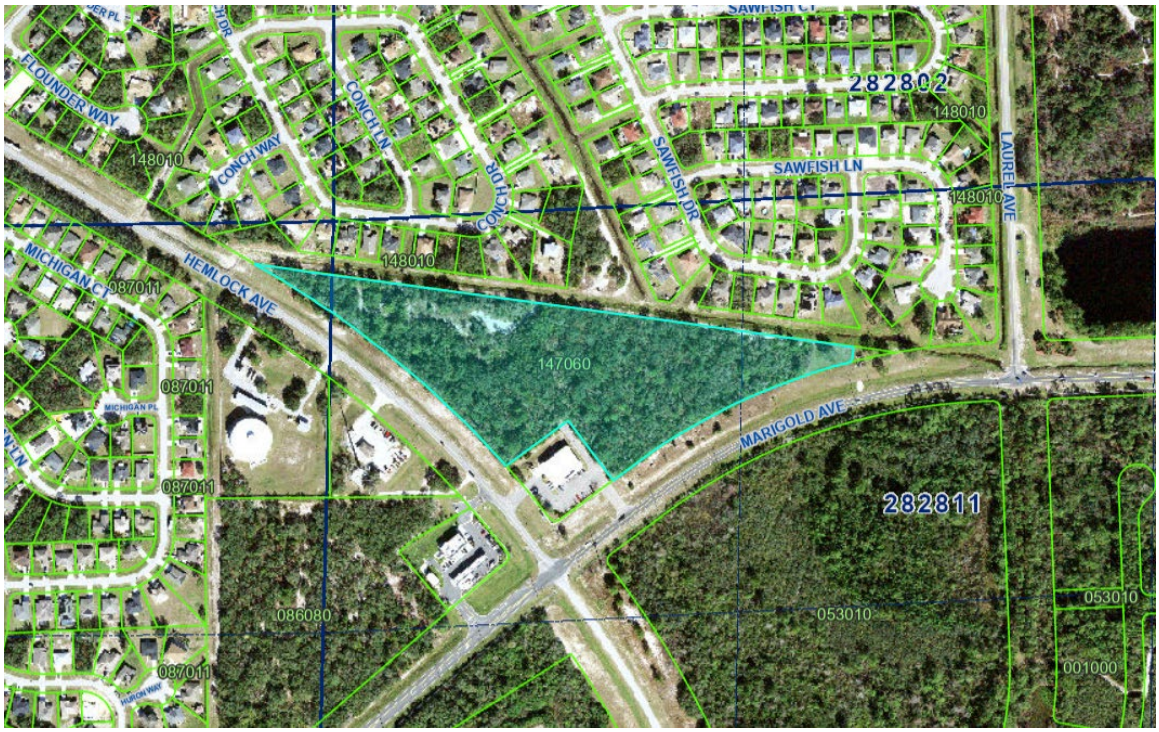


Figure 1. Planned Huron WTP Expansion Site

As part Toho's due diligence associated with purchasing the parcel, Toho developed a layout of the infrastructure planned for the site (**Figure 2**). As shown in **Figure 2**, the parcel is larger than Toho needs to accommodate its planned infrastructure. As such, Toho desires to subdivide the property and sell the portion of the property not required for its facilities (pink area shown in **Figure 2**).

The parcel is currently zoned for residential development. It is our understanding that as part of the process to subdivide the parcel that Polk County has indicated that the parcel should be rezoned for commercial use. Polk County further indicated that in order to rezone the parcel as commercial use, that a study would need to be performed to demonstrate that a population of 5,000 people live within 1.5 miles of the parcel. This memo summarizes the results of the population evaluation required by Polk County.

Population Evaluation

Liquid Solutions Group, LLC (LSG) worked with Toho to perform a Geographic Information System (GIS) screening analysis to identify all residential parcels within 1.5 miles (7,920 feet) of the property boundary of the parcel. Based on this screening evaluation, it was identified that 6,853 residential parcels are located within 1.5 miles of the subject property. Toho's customer service data was then used to identify that 5,454 of these parcels are active Toho customers. The results of this GIS screening are presented in **Figure 3**. Based on this information, it was determined that 5,454 residential parcels have existing dwelling units (DUs), and that 1,399 DUs could be constructed in the future.

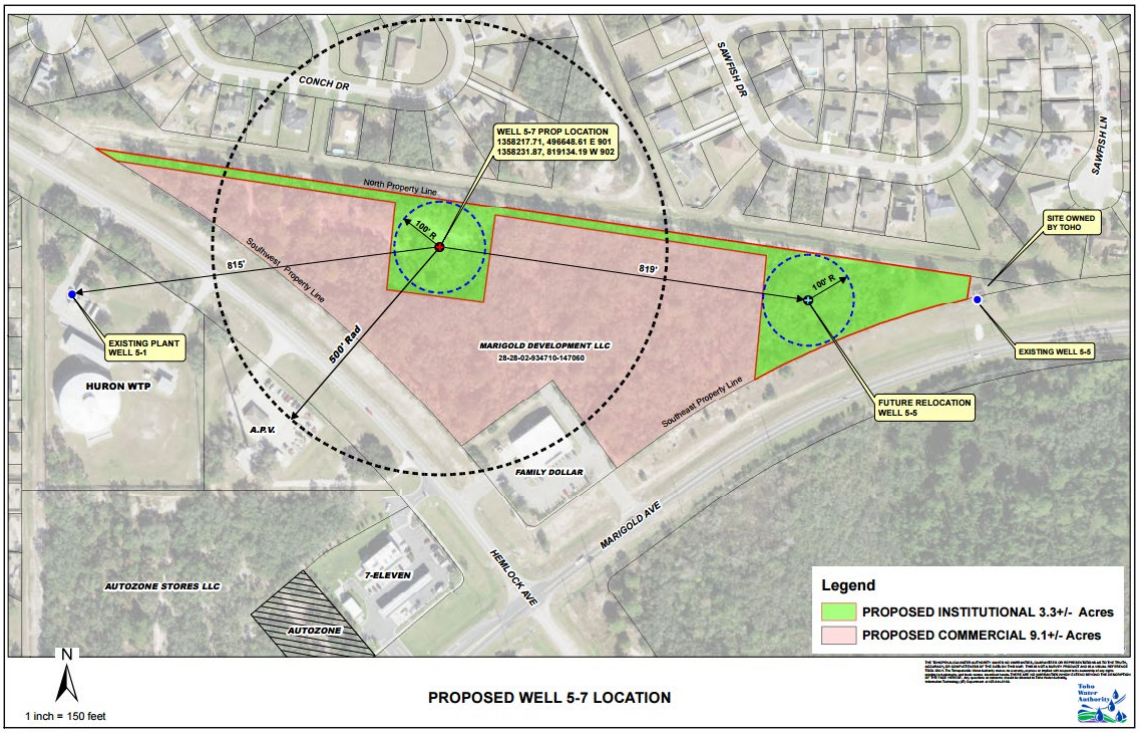


Figure 2. Huron WTP Expansion Well Infrastructure Layout

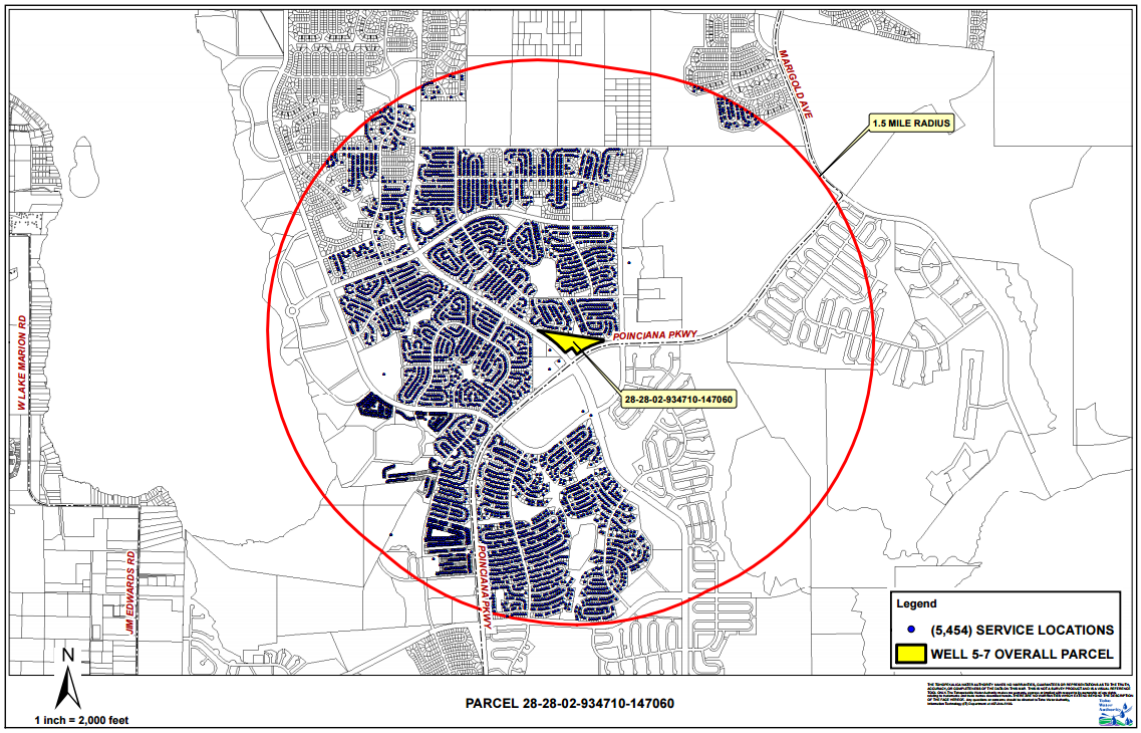


Figure 3. Population Evaluation Results

The 2020 United States Census indicates that the average persons per household in the Poinciana CDP is 3.08. Based on this, it is estimate that the current population that lives within 1.5 miles of the subject property is 16,798 (5,454 DUs x 3.08 people per DU). It is further estimated that this population could increase to 21,107 in the future based on residential lots that are currently platted but not yet developed. This information indicates that in excess of 5,000 people reside within 1.5 miles of the subject property; therefore, this parcel meets the Polk County population requirement associated with being rezoned for commercial use.

It is also of note that two large developments have been planned on the eastern side of the 1.5-mile buffer shown in **Figure 3**. These developments are planned, but are not yet platted. However, the planned development on Marigold Avenue that is furthest to the east in the 1.5-mile buffer on **Figure 3** is currently in Toho's Private Development Review process. Based on this, these areas could develop in the near future increasing the population within 1.5 miles of the subject property to well over 20,000 people.

Summary and Conclusions

Toho is expanding its Huron WTP from 4.81 to 7.5 MGD AADF. As part of this expansion, Toho is in the process of purchasing property immediately to the east of the Huron WTP to install a new groundwater well and raw water main required to expand the WTP. Toho is also planning to accommodate the potential future relocation of an existing Huron WTP well onto this property.

The property being purchased is larger than required for Toho's planned infrastructure. As such, Toho desires to subdivide the parcel and sell the resulting surplus land. As part of pursuing the subdivision of this parcel, Polk County has informed Toho that the property should be rezoned from residential to commercial use and that an evaluation needed to be performed to demonstrate that at least 5,000 people live within 1.5 miles of the site.

LSG performed a population evaluation to support the rezoning of the subject parcel from residential to commercial use. It was identified that 5,454 residential parcels with an estimated population of 16,798 existing within 1.5 miles of the property. Furthermore, an additional 1,399 residential parcels are platted but not yet developed within 1.5 miles of the property. If these parcels are developed in the future, the population within 1.5 miles of the property will increase to approximately 21,107. There are also two large planned developments that have not yet been platted within 1.5 miles of the property. These developments will further increase the population near the site.

In summary, the evaluation performed herein demonstrates that at least 5,000 people reside within 1.5 miles of the property, thereby meeting Polk County's requirement to rezone the property for commercial use.

Agenda Item N.5. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-28 Flex Space & Retail Plazas) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add standards for Flex Space and Retail Plazas. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for an LDC Text Amendment to Section 221, Principal Uses and Buildings, to add standards for Flex Space and Retail Plazas; and to Chapter 10 to add definitions. State law requires one Planning Commission hearing, which was held on March 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner
Land Development Division
(863) 534-7621
ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	Level 4 Review
PC Date:	March 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	April 7, 2026 April 21, 2026	**Case Numbers:**	LDCT-2025-28
		Case Name:	Flex Space & Retail Plazas
Applicant:	Polk County	**Case Planner:**	Ian Nance

Request:	A County-initiated LDC Text Amendment to Section 221, Principal Uses and Buildings, to add standards for Flex Space and Retail Plazas; to Chapter 10 to add definitions.
DRC Recommendation:	Approval
Planning Commission Vote:	Approve 7-0

Among the changes to Section 221, Principal Uses & Buildings:

- Add standards for Flex Space Buildings and Retail Plazas.

Among the Changes to Chapter 10, Definitions:

- Adding definition for "Flex Space."
- Adding definition for "Retail Plaza"

Summary:

This is a County-initiated amendment intended to improve customer service and staff direction when a structure is proposed that can accommodate several uses. These types of structures often have multiple suites that provide flexibility for users that include office, warehousing, and/or retail and commercial space, either in whole or part of a suite. Commonly known as "flex space" these structures are common throughout the County, notably in Business Park Center (BPC) districts. Their commercial counterpart is the retail plaza found in the County's activity centers and other commercial districts.

Neither the Comprehensive Plan nor the Land Development Code (LDC) do well in guiding citizens and staff in the development and review of these structures. Too often, the structure is confused with the use. For instance, many flex space facilities have large, attached warehouses used for the storage of vehicles and materials in conjunction with an administrative office. These are common with construction and contractor offices. The building might be, by a building definition, a warehouse, but the use is not always warehousing, a defined activity in the LDC that implies warehousing and distribution.

When applicants apply to build flex space, it is often termed warehousing, whether that use is proposed onsite or not, based on the building type. This is not an issue in BPC where warehousing is permitted, but in other land use districts where it is not, the term "office" is generally applied to permit the construction of the facility.

Flex Space and Retail Plaza are not uses – what is allowed within them are uses, regulated by the Use Tables. This amendment definitively separates the structure type from the Use Tables, which are intended to guide the activity on the property, regardless of how it is housed.

Among the standards that will be added are limits to certain uses within these structures, as dictated by the Comprehensive Plan and LDC. For instance, no more than one suite or 10% of the total square-footage (whichever is greater) of a Flex Space Building can be retail or restaurant in Office Center districts. In land use districts with percentage caps for certain uses, those flex space buildings that meet these standards will not count towards the cap. This is an effort to be inclusive to smaller businesses; to recognize that these are ancillary to the other uses onsite; and to avoid complicated calculations when comparing one suite, or a part thereof, to the overall future land use district that could be many acres.

Staff recommends approval. This is a much-needed change to the LDC that will eliminate some of the "gray" in applying development standards, as related to such structures.

Relevant Sections, Policies, and/or Regulations to Consider:

LDC Table 2.1 Use Table
LDC Section 221, Principal Uses & Buildings
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Chapter 5 Green Swamp Area of Critical State Concern
LDC Section 708 Parking Space Requirements
LDC Section 720 Landscaping Standards
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to Section 221, Principal Uses and Buildings, to add standards for Flex Space and Retail Plazas; to Chapter 10 to add definitions.*

- *LDC Chapter 10 defines OFFICE as, "A place in which business, professional, or clerical business is conducted."*

- *LDC Chapter 10 defines WAREHOUSING/DISTRIBUTION as, "A building or group of buildings used for the storage and distribution of goods belonging either to the owner of the facility or to one or more lessees of space in the facility or both including are enclosed wholesale but not including self-storage facilities. Outdoor storage or distribution of goods is only permitted in districts that allow for outdoor storage or outdoor activity."*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-28.**

Analysis:

The Comprehensive Plan's Future Land Use Map and the Land Development Code are designed for land use activities and where they belong. They do not always function well with the structures in which these uses might take place. Mobile Homes are one example. These are single-family uses no different than a site-built home in both activity and impact on surrounding infrastructure. A stigma is attached to Mobile Homes, however, that has led to a set of criteria that requires extra review apart from a standard site-built home that can be placed on any legal lot.

Non-residential structures are often caught between use categories where there is an assembly of different companies in one building, or the building is designed to accommodate multiple functions. Many building types, especially those intended for construction companies and contractors, have a warehouse component in addition to an office to store materials and vehicles prior to leaving for the field for the day. That this is a warehousing space, by a building term or taxing code, does not make it *warehousing* by LDC definitions - not by the actual activity conducted onsite, its intensity, or its impacts on the general area.

What has happened in the past with Flex Space Buildings is to regard them as warehousing. This will get the building permitted in land use districts where warehousing is encouraged, such as BPC, but there can be issues when future higher-intensity users fill flex space suites and there is not ample parking. Staff often does not know which landscaping requirements. What also happens is sometimes a similar structure is proposed in a land use district that does not allow warehousing, such as the Neighborhood Activity Center or Commercial Enclave. Flex Space is then categorized as "Office." Again, this does not always accurately reflect the activity onsite and creates confusion among staff and applicants.

What this amendment accomplishes is eliminating this confusion by adding Flex Space Buildings to the LDC under Principal Uses and Structures. This will allow these buildings to be constructed through a Level 2 Review, without necessarily assigning a use beforehand. A Parking Assessment will be required based on existing LDC standards that will reflect potential users, including those with the most need for parking. A standardized Type "A" buffer will be required, and the tenants of the flex space suites will be permitted in accordance with the applicable Use Table. In most cases, a simple building permit to change the use will be all that is necessary.

Finally, the new standards will limit the number of suites or square-footage certain users may occupy within Flex Space Buildings based upon caps placed by the Comprehensive Plan. For instance, retail and commercial activities in BPC districts are limited to 15% of the district. So, if a stand-alone gas station is proposed within a 10-acre BPC district, it is restricted to 1.5 acres of the district. If one is developed on parcel up to that size, it essentially precludes other commercial development within the district.

In the spirit of preventing the BPC from becoming a commercial district, as required by the Plan, while still maintaining an inclusiveness for different users, flex space development as proposed here will allow up to one suite or 15% of the overall square-footage of the building to be used for commercial uses, whichever is greater. This complies not only with the threshold set by the Comprehensive Plan but meets the overall purpose of allowing limited commercial uses in BPC, which is to serve those other uses located within. Since this is a limited percentage and ancillary to the predominant businesses within the district, those commercial uses will not be counted against the overall district cap. Staff finds this to be inclusive to small businesses, prevents complicated calculations of area by applicants and staff, and meets the intent of the Comprehensive Plan.

The companion to Flex Space is the Retail Plaza. Essentially, Retail Plazas are flex space structures, capable of accommodating multiple users within one building. The main difference, though, is a primary need for visible storefront to attract customers that office and warehousing uses do not require. These include not only retail but also restaurants and personal services. Once more, the building can be constructed through Level 2 Review plans and uses ultimately approved administratively through what is permitted in the Use Tables.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment will aid staff and applicants in knowing which standards apply when proposing a Flex Space Building or Retail Plaza. There is currently too much confusion between the structure and the use and what should be allowed in future land use districts, which are tailored to the latter.

Who does it hurt?

No harm is anticipated with this amendment. The Code now is more restrictive than what is proposed. It could be construed by staff that a proposed flex space building in BPC would not be permitted a small restaurant within one suite because the commercial cap in BPC was already exceeded. This amendment will be more inclusive, allowing commercial uses – to a limited degree – within flex space buildings in such a scenario.

What is the cost?

Staff finds there should be no fiscal impacts with this amendment.

Comparisons to other Jurisdictions:

For regulatory comparisons, staff commonly surveys counties along the I-4 corridor; those with a comparable mix of rural, suburban, and urban development like Polk; and the largest cities within Polk. This method of selection creates a survey of 18 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning of use and structure types.

Table 1

Jurisdiction *(Code citation)*	**Flex Space Defined**	**Retail Plaza Defined**	**Notable Standards**
Alachua County	No	No	N/A
Brevard County	No	No	N/A
Duval County	No	No	N/A
Hardee County	No	No	N/A
Highlands County *Section 12.02.104*	Within the Lake Placid Regional Plan. Land which may be used for a variety of light assemblage, fabrication, storage, light industrial, office space, and support commercial uses	No	All development within the Lake Placid Regional Plan Area shall be accomplished using a PD.
Hillsborough County *Sec. 3.12.04*	No	Retail/Office Development Block in Brandon Main Street	For non-residential, mixed use, civic and multi-family development, block length shall be a maximum of 900 feet including alleys that may bisect the block, and block width shall be a maximum of 500 feet including alleys that may bisect the block.
Lake County	No	No	N/A
Manatee County	No	No	No
Orange County *Sec. 38-1*	Flex Warehousing shall mean warehousing space designed to be subdivided into smaller tenant spaces…with the capability to add office, assembly, showroom or other business activities besides principal distribution.	No	None Noted
Osceola County	No	No	N/A
Seminole County	No	No	N/A
Volusia County *Sec. 72-2*	Flex office/warehouse: Flex-type or incubator tenant space that lends itself to a variety of uses. The building may be designed for single or multiple tenants, divided in spaces running front to rear. Office space is typically located at the front of the building with warehouse space toward the rear and accessed by roll-up delivery doors. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, or scientific research functions.	No	Flex Space Allowed in Light Industrial, Southwest Activity Center Commerce Classification. One Parking Space per 1,000 sq. ft. of GFA, plus 1 loading space per 2,000 GFA for designated truck parking area, plus 2 per 1,000 GFA of retail display/sales area
Auburndale	No	No	N/A
Bartow	No	No	N/A

Jurisdiction *(Code citation)*	Flex Space Defined	Retail Plaza Defined	Notable Standards
Haines City	No	No	N/A
Lakeland	No	No	N/A
Lake Wales	No	No	N/A
Winter Haven	No	No	N/A

Of the 18 jurisdictions surveyed, only three directly reference flex space within their definitions. Two more or less lumped flex space with warehousing. In Orange and Volusia counties, the definition is close to what is being proposed in Polk - either a building or a singular unit within can be modified for various uses.

No districts directly define Retail Plazas, though this may be a function of their zoning ordinances where structure type is not a consideration, so long as it meets development standards in their zoning district.

Limits of the Proposed Ordinance

This amendment applies to all commercial, industrial, and Business Park Future Land Use districts within the unincorporated areas of the County, including the Green Swamp Area of Critical State Concern.

The Department of Economic Opportunity (DEO) requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the DEO Community Planning Department Areas of Critical State Concern Program prior to becoming effective. Staff believes that this amendment will have no impact on the Critical Area since it does not change the effect of the current code.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. This is reconfiguring standards already applicable in the Code.

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment.

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-28, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 221, PRINCIPAL USES AND BUILDINGS, TO ADD STANDARDS FOR FLEX SPACE BUILDINGS AND RETAIL PLAZAS; CHAPTER 10, DEFINITIONS, TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on March 4, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code to add standards for flex space structures and retail plazas; and

WHEREAS, the Board of County Commissioners held two public hearings on April 7, 2026, and April 21, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on March 4, 2026, to consider the LDC text amendments contained within Application LDCT-2025-28 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-28.

c) The adoption of LDCT-2025-28 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 221, Principal Uses and Buildings, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 221 Principal Uses and Buildings

Use districts represent principal uses which conform to the intent of this Code.

A. **Residential Districts/Uses**

In a residential land use district one single-family dwelling unit and accessory structures shall be permitted on a single lot meeting the minimum requirements of this Code.

B. **Non-residential Districts/Uses**

In any Multi-family, Office, Commercial, or Industrial district, a single use, detached building, or a group of uses shall be permitted as a matter of right or may be authorized by a Conditional Use Permit on a single lot meeting the minimum requirements of this Code. A multiple building complex shall be considered as a single principal use.

C. **Flex Space Buildings**

Flex Space Buildings may be permitted within non-residential Future Land Use districts with a Level 2 Review approval pursuant to Sections 704 and 905. Uses within Flex Space Buildings shall adhere to what is allowable within the underlying Future Land Use District, as demonstrated in Table 2.1 and the Use Tables for the Selected Area Plans, Neighborhood Plans, and Green Swamp Area of Critical State Concern.

1. In the following Future Land Use districts, the following standards shall apply:

a. Within Convenience Center (CC) and Neighborhood Activity Center (NAC) districts, no more than 40% of the total square-footage of the building may consist of office as a primary use.

b. Within Business Park Center (BPC) and Industrial (IND) districts, retail and commercial activities to support onsite activities shall not

exceed one suite or 15% of the total square-footage of the structure, whichever is greater.

c. Retail sales associated with manufacturing activity on the site of a business located within a Business Park Center or Industrial district is allowed without affecting the 15% of commercial activity permitted above provided the operation is incidental and subordinate to the manufacturing activity conducted on site.

d. Within Office Center (OC) districts, retail and/or restaurant uses shall not exceed one suite or ten 10% of the total square-footage of the structure, whichever is greater.

e. Within Employment Center (EC) and Professional Institutional (PI) districts, retail uses shall not exceed one suite or 30% percent of the total square-footage of the structure, whichever is greater.

f. The percentages listed here shall not count towards those mandated by the Comprehensive Plan for the overall district.

2. A minimum Type "A" landscaping buffer shall be provided on all side and rear property lines unless otherwise stricter standards are required by Selected Area Plan (SAP) standards or Compatibility requirements in Section 220.

3. A Parking Assessment, pursuant to standards in Section 708, shall be submitted with all Level 2 Review applications for Flex Space Buildings. This assessment shall analyze the parking requirements for the most intense uses anticipated within the proposed building.

4. Docking facilities and bay doors shall not face public rights-of-way. Those facilities abutting residential properties shall adhere to compatibility standards in Section 220.

5. In accordance with Section 704.A, uses listed as "C2" conditional uses shall not require a Level 2 Review when locating within an existing suite unless external construction is being proposed.

D. **Retail Plazas**

Retail Plazas may be permitted within commercial Future Land Use districts with a Level 2 Review approval pursuant to Sections 704 and 905. Uses within Retail Plazas shall adhere to what is allowable within the underlying Future Land Use District, as demonstrated in Table 2.1 and the Use Tables for the Selected Area Plans, Neighborhood Plans, and Green Swamp Area of Critical State Concern.

1. A minimum Type "A" landscaping buffer shall be provided on all side and rear property lines unless otherwise stricter standards are required by Selected Area Plan (SAP) standards or Compatibility requirements in Section 220.

2. A Parking Assessment, pursuant to Section 708, shall be submitted with all Level 2 Review applications for all Retail Plazas. This assessment shall analyze the parking requirements for the most intense uses anticipated within the proposed facility.

3. In accordance with Section 704.A, uses listed as "C2" conditional uses shall not require a Level 2 Review when locating within an existing suite unless external construction is being proposed.

SECTION 3: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

FLEX SPACE: A single structure with one or more suites intended for multiple uses and functions that typically consist of flexible, modular layouts that allow businesses to combine manufacturing, showroom, warehouse, retail, and/or administrative functions, either as primary or accessory uses.

…

RETAIL PLAZA: A single structure with multiple suites intended primarily for sales and service to the public. These are designed for customer-facing businesses such as retail, restaurants, and personal services.

…

SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 21st day of April 2026.

LDCT-2025-28 - Flex Space

Menu Reports Help

Application Name: Flex Space

File Date: 12/20/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Flex Space (Add Flex Space into the LDC)

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
_

Brownfields Request
_

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
_

Will This Project Be Phased

Acreage
0

DRC Meeting
01/29/2026

DRC Meeting Time
11:15 AM

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Number of Units
_

Green Swamp
No

Is this Polk County Utilities

Case File Number
_

FS 119 Status
Non-Exempt

One Year Extension
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
03/04/2026

BOA Hearing Date
_

1st BOCC Date
04/07/2026

2nd BOCC Date
04/21/2026

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-01GT6	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/05/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	01/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	01/06/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/06/2026	Kim Turner
Planning Review	Ivan Nance	Approve	01/14/2026	Ivan Nance
School Board Review	School District	Not Required	01/06/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	01/26/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Polk County

Board of County Commissioners

Agenda Item N.6. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-29 Storage Yards) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add storage yards as a new land use activity in the Industrial (IND) districts. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for an LDC text amendment to modify Chapter 2, Section 205, Table 2.1, adding a storage yard land use category; Chapter 3 Conditional Uses, Section 303, Criteria For Conditional Uses, adding conditions for storage yards; Chapter 4, Section 401.02, Table 4.3, Use Table For Standard Land Use Districts for the Ronald Reagan Selected Area Plan and Section 401.08, Table 4.01.08.01, Use Table for Southeast Polk Selected Area Plan adding a storage yard land use category; Chapter 10, Definitions, defining Storage Yards to allow for the outdoor storage of raw materials and finished goods as a primary use of property. State law requires one Planning Commission hearing, which was held on March 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
erikpeterson@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	4
PC Date:	March 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	April 7, 2026 April 21, 2026	**Case Numbers:**	LDCT-2025-29
		Case Name:	Storage Yards
Applicant:	Polk County	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment Chapter 2, Section 205, Table 2.1, adding a storage yard land use category; Chapter 3 Conditional Uses, Section 303, Criteria For Conditional Uses, adding conditions for storage yards; Chapter 4, Section 401.02, Table 4.3, Use Table For Standard Land Use Districts for the Ronald Reagan Selected Area Plan and Section 401.08, Table 4.01.08.01, Use Table for Southeast Polk Selected Area Plan adding a storage yard land use category; Chapter 10, Definitions, defining Storage Yards to allow for the outdoor storage of raw materials and finished goods as a primary use of property; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0

The changes to Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts are:

- Addition of Storage Yards as a C2 (Level 2 Conditional Use) in Industrial (IND) and Institutional-2 (INST-2).

The changes to Chapter 3, Section 303, Criteria for Conditional Uses are:

- Add a Category for Storage Yards.
- Require Type "A" buffer along all rights-of-way, 25-foot right-of-way setback, and a 6-foot opaque fence along rights-of-way.
- Require a 100-foot setback, 6-foot opaque fence, and Type "C" buffer when abutting residential land use districts or residentially developed properties.
- Require a Type I intersection with a 50-foot radius at a minimum for access from a public road.
- Require entrance gates to be setback a minim of 80 feet from the right-of-way.
- Prohibit junk or distressed vehicles and waste or scrap materials.
- Require any bulk materials to be stored in containers.

The changes to Chapter 4, Special Districts are:

- Addition of Storage Yards as a C2 (Level 2 Conditional Use) in Industrial (IND) and Institutional-2 (INST-2) in the Ronald Reagan Parkway and Southeast Polk Selected Area Plans.

The changes to Chapter 10, Definitions are:

- Add a definition for Storage Yard.

Summary:

Outdoor storage of vehicles, equipment, or materials is treated only as an accessory to other uses in the LDC. It is listed under Section 206.O and requires that the property be developed with a primary use with the storage being incidental and subordinate. This limits the amount of a property that can be dedicated to open storage to less than the area consumed by the primary use. Many businesses have sought vacant property in the County where vehicles such as construction trailers or goods such as drainage pipes could be stored for periods of time before they are deployed to other sites where they will be put in use. Staff have set out to create a category dedicated to the open storage of operable vehicles, equipment, machinery, or the storage of finished products and materials where there is no other use of the property. This new land use category will enable vacant industrial properties to become financially beneficial in a temporary or longer period. It will enable public infrastructure providers a place to stage projects and store materials for maintenance of utilities, drainage, and roadways. This new land use recommendation includes standards and conditions to ensure that such facilities do not become eyesores, cause damage to infrastructure, or evolve into other more undesirable uses in locations where they may not be compatible with surrounding uses.

Data and Analysis Summary

There are benefits to allowing vacant industrial land to be temporarily used for the storage of materials and equipment because they can generate revenue for the owners and benefit other businesses by providing more efficient and less costly means of equipment and material storage. However, there should be guardrails in place to prevent unintentional consequences such as aesthetic decline and damage to infrastructure.

Staff have reviewed the land development regulations of 12 similar or abutting counties and Polk's two largest cities for how they regulate open storage of materials. Staff have identified properties in other jurisdictions that are dedicated to storage of materials and equipment. The majority of the jurisdictions surveyed have standalone designations for storage yards, and they are almost always limited to the most intense industrial districts. The recommended conditions and standards are consistent with the same requirements of these other jurisdictions.

This amendment applies to Industrial (IND) and Institutional-2 (INST-2) Future Land Use Map districts which are outside of the Green Swamp Area of Critical State Concern. Therefore, this amendment does not require a 45-day review by the Florida Commerce department.

Staff have reviewed sections of the Comprehensive Plan and Florida laws pertaining to the open storage of vehicles, equipment, or materials. There are no conflicts with the Comprehensive Plan or Florida Statutes in the implementation of this amendment. POLICY 2.113-A4: DEVELOPMENT CRITERIA for the IND district of the Comprehensive Plan does not specify restrictions on open storage. Neither does POLICY 2.116-A4: DEVELOPMENT CRITERIA for INST districts. These Policies are included in the Findings of Fact for reference.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 2, Section 205, Table 2.1, Chapter 3 Conditional Uses, Section 303, Criteria for Conditional Uses, Chapter 10, Definitions, to allow, guide, and define a primary use category for the outdoor storage of vehicles, equipment, and materials.*

2. *This amendment applies to Industrial (IND) and Institutional-2 (INST-2) Future Land use Map districts outside of the Green Swamp and Selected Area Plans.*

3. *POLICY 2.113-A4: DEVELOPMENT CRITERIA for Industrial districts of the Comprehensive Plan states, "Development within an Industrial area shall conform to the following criteria:*
   - *a. Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.*
   - *b. Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.*
   - *c. Industrial sites shall be designed to provide for:*
     - *1. adequate parking to meet the demands of the use; and*
     - *2. buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities which may require special buffering provisions.*
   - *d. The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.*
   - *e. Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.*
   - *f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.*
   - *g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.*
   - *h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code."*
   - *i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to*

exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

4. *POLICY 2.116-A4: DEVELOPMENT CRITERIA for Institutional districts of the Comprehensive Plan states, "Institutional development shall conform to the following criteria:*
   - *a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include:*
     1. *public and private educational facilities;*
     2. *government-administration buildings;*
     3. *public-safety structures (e.g. police and fire);*
     4. *cultural facilities (e.g. libraries, museums, and performing-arts theaters);*
     5. *health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities .*
   - *b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.*
   - *c. Prior to site planning, the School Board, independent special districts and other governmental entities shall communicate to one another to pursue potential colocation of government services.*
   - *d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.*
   - *e. Institutional sites shall be designed to provide for:*
     1. *Adequate parking to meet the present and future demands of the use.*
     2. *Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.*
   - *f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:*
     1. *Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.*
     2. *Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution*
   - *g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district."*

8. *Planning staff have reviewed the land development requirements of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that nine (9) of the 14 jurisdictions list outdoor storage or storage yards as a principal use.*

9. *Of the 14 central Florida jurisdictions surveyed by staff, nine (9) required a six-foot opaque fence or better for screening for rights-of-way and residential between storage yards. Three required additional setbacks from rights-of-way. Two required additional setbacks from residential.*

10. *Impact fees will not be assessed for storage yards unless there are structures constructed.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCT-2025-29.

*At an advertised public hearing on March 4, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Demonstration of Need for the Amendment

The Land Development Code (LDC) became effective September 1, 2000, and the Zoning Ordinance was repealed. Storage yards were permitted uses listed in Heavy Commercial (C-4) and General Industrial (GI) in the former zoning ordinance. With the adoption of the new LDC, the Board went away from open storage without a primary use established on a property. For 25 years, staff have deterred property owners from using vacant property only for storing equipment, machinery, products, or materials. There have even been code citations issued for it. This amendment will reverse direction on this practice but ensure that it is conducted in a safe and desirable way without detriment to the general public or County infrastructure.

Absorption of industrial properties takes a long time. Development of industrial parks spans decades. There are multiple factors that influence the demand for industrial property such as access to the needed utilities (water, wastewater, electric power, natural gas, fiber-optic cable, etc.), national and international economic conditions, and labor supply (quantity and quality). This is not so much the case in residential and commercial development, which is primarily driven by population growth. There are benefits to allowing vacant industrial land to be temporarily used for the storage of materials and equipment because they can generate revenue for the land holder during periods of low demand. It also benefits existing businesses by enabling them to use more of their primary site(s) for business activity and structures rather than compromising them with large portions dedicated to idle storage.

There can be downsides to allowing land to be used for idle storage of materials. They can easily become eyesores if not properly designed and maintained. Storage yards should be held to certain standards such as screening from common public view, protections for interface with abutting residential property, and protection of public infrastructure. Therefore, setbacks, screening, buffering, and sustainable access to public roads are necessities. There should also be guardrails in place to separate them from more intense and obtrusive uses such as salvage yards and aggregate storage. With proper standards in place, this amendment will be a benefit to businesses without detriment to County infrastructure or aesthetic.

Recommended Changes

Staff recommend that there be only two districts where storage yards are permissible: Industrial (IND) and Institutional-2 (INST-2). Storage yards for public purposes are enabled by allowing it in INST-2 districts where the more intensive government uses are permitted. Policies in the Comprehensive Plan specifically limit and restrict outdoor storage in Business Park Center (BPC) and commercial districts. In those districts, outdoor storage is only allowed as accessory to another primary use.

It is important to prevent storage yards from becoming unsightly eyesores, so conditions are recommended to partially screen the yards and provide a more subtle appearance from roadways. Therefore, a 25-foot setback along with the standard roadway landscaping buffer and a 6-foot opaque fence are recommended. It is rare that IND districts directly abut residential areas. But when and if they do, a more stringent buffering standard should apply as well as substantial setback distance. That is why staff recommends 100 feet of separation.

It is anticipated that the vast majority of what will be stored in these yards is large and heavy. Access and entrances should be designed and equipped to handle large vehicles and heavy loads. That is why a larger turning radius on the driveway entrance is recommended along with enough space so that a semi-tractor trailer can fully exit the right-of-way before stopping to unlock the gates that secure the site.

Strict limitations on the types of materials and equipment stored onsite are necessary to separate these uses from other more noxious land uses. Prohibitions on waste, scrap, and other discarded materials are specified. Bulk materials are only permitted if contained within containers either fixed or mobile ones.

Benefit-Cost Analysis of the Amendment

Who does it help?

This amendment directly benefits landowners of industrial properties that are currently underutilized. It will provide them with the ability to ern rental income while awaiting a future industrial user. That extra income can potentially be applied towards paying for utility extensions to the sites so that they can attract a broader spectrum of industrial users. This can provide the County with more viable industrial properties for better economic development. This amendment provides for potential business expansions. It will allow existing business locations to expand their onsite operations by moving longer term storage of materials and equipment offsite. Collectively this amendment creates a more versatile business market.

Who does it hurt?

Indiscriminate outdoor storage of equipment and materials can lead to economic decline by fostering an appearance of blight upon a community. That is why this amendment comes with strict conditions for mitigating such adverse effects.

What is the cost?

Indiscriminate outdoor storage of equipment and materials can result in damage to public infrastructure if proper access and drainage are not required. The transport of heavy equipment and materials on and offsite must be accounted for in the design and construction of storage yards. This amendment has made a priority of proper access and protection of public infrastructure.

Regulatory History

The first zoning ordinance (Ord. 1970-03) provided minimal directions to the use of industrial property. Overtime amendments were added to address industrial development behavior with such ordinances as Ord. 1971-08, which addressed setbacks and buffering of industrial uses and Ord. 1972-02 the first disposal yard ordinance that retroactively applied to existing salvage yards and solid waste management facilities at the time it was adopted.

In 1983, an entirely new zoning ordinance was adopted with many more specific land use categories. It specifically calls out Storage Yards in the Heavy Commercial (C-4) and General Industrial (GI) districts. With the adoption of the Comprehensive Plan in 1991, storage yards became more limited because of overriding development policies where C-4 and GI districts fell under BPC or commercial classifications in the plan. When the LDC was adopted in 2000, outdoor storage was only allowed in conjunction with other primary uses on a property.

Limits of the Proposed Ordinance

This amendment applies to only Industrial (IND) and Institutional-2 (INST-2) districts. IND accounts for 0.72% of the total County area and INST-2 is only 0.59%. In the unincorporated area, IND is 0.84% and INST-2 is 0.69%. There are very few locations where IND abuts residential designated property. Where it occurs, the abutting residential area is typically unbuildable due to physical environmental limitations. There are some areas in which residential and IND districts are separated by roadways or railroad tracks.

There are no IND or INST-2 districts currently in the Green Swamp Area of Critical State Concern and the Comprehensive Plan does not allow for new ones created either. Therefore, there is no 45-day review by the Florida Commerce Community Planning Department Areas of Critical State Concern Program.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning of use and structure types.

Table 1

Jurisdiction *(Code citation)*	**Are storage yards a standalone use? If so, what districts?**	**What development standards and conditions are required?**
Alachua County *Section 404.83*	**Yes.** Heavy Industrial (MS and MP) Administrative approval in MS BoCC approval in MP	Minimum 25-foot setback from all rights-of-way. Enclosed by a solid fence or wall not less than six (6) feet high.
Brevard County *62-1540 - 62-1544*	No. Even Industrial requires there to be buildings.	All storage requires a 6-foot-tall opaque fence.
Duval County *Section 656.322 & 656.323*	**Yes.** Light Industrial Heavy Industrial	All storage requires a 6-foot-tall opaque fence.
Hardee County *Sec. 2.18.00*	No. All outdoor storage must be to the side or rear of buildings.	All outdoor storage shall be screened from off-site view.
Highlands County *Section 12.05.252*	Limited. Contractors Yard and storage of specific materials in Heavy Industrial (I-2) district	Same as for all industrial uses.
Hillsborough County *Section 2.02.02, 6.11.123*	**Yes.** Intensive Commercial (CI) and Manufacturing (M) districts and limited to agriculture equipment in agricultural districts	Same as for all industrial uses.

Table 1

Jurisdiction *(Code citation)*	Are storage yards a standalone use? If so, what districts?	What development standards and conditions are required?
Lake County *Sec. 3.01.04.24*	**Yes.** Heavey Industrial (HM)	100-foot setback from residential districts. Also, screened from right-of-way or adjacent Parcels, Soil-like materials that generate dust shall be located in three-sided walled enclosures that are a minimum of ten (10) feet in height. The opening of the enclosure Shall not be visible from rights-of-way or adjacent parcels.
Manatee County *Section 401, 531.36*	**Yes.** Outdoor Storage (Principal Use) General Commercial District (GC), Heavy Commercial District (HC), Light Manufacturing District (LM), Heavy Manufacturing District (HM)	Screened from the rights-of-way and adjacent property. Such screening shall be done with a solid fence or wall six (6) foot in height in industrial zoning districts, and eight (8) feet in height in commercial zoning districts.
Orange County *Section 38-1356*	**Yes.** Storage Yards Wholesale Commercial (C-3), Industrial I-1,2,3,4, &5 agriculture equipment in agricultural districts	Outdoor storage of articles, goods or materials shall not be permitted unless totally screened from right-of-way and adjacent properties. Display areas shall not be visible from the right-of-way or adjacent properties
Osceola County *Chapter 3, Article 3.9*	**Yes.** Industrial Restricted (IR), Industrial General (IG), Industrial Manufacturing (IM)	Open storage of stacked materials shall not exceed twenty (20) feet in height. Stacked material over ten (10) feet in height shall be set back fifty feet (50') from the perimeter boundary line. Entire site shall be contained within a solid fence, wall or opaque buffer a minimum ten (10) feet in height.
Seminole County *Sec. 30.14.9*	No.	Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a berm or evergreen hedge of sufficient height ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.
Volusia County *Section 72-241*	No.	None
City of Lakeland *Sec. 5.15, and 2.3*	**Yes.** Industrial districts only. (I-1, I-2, I-3)	20-foot setback, screening and Type "A" buffer. 20-foot height limit, no goods intended for indoor use.
City of Winter Haven *Sec. 21-32, 21-92*	**Yes.** Heavy Commercial and Industrial Districts Contractor storage yard C-4, I-2, I-2 Petroleum and bulk storage I-2, I-2 Septic Tank storage I-2, I-2 Storage of sand/gravel/blocks I-2, I-2	6-foot fence or wall between roadways and residential districts.

Nine of the 14 jurisdictions in this survey list storage yards as a standalone use in their zoning and land use ordinances. All nine are allowed in industrial districts. Four of them allow them in heavy commercial districts. All nine requires either opaque fence or screening. Right-of-way setbacks varied among the nine. Three required setbacks of 20 feet or greater. Two of the jurisdictions limit the height of stored items. This seems impractical in the County's IND district given the types of items could potentially be stored in them.

Consistency with the Comprehensive Plan

This amendment is consistent with the Comprehensive Plan because neither Industrial (IND) policies in Section 2.113-A nor Institutional policies in Section 2.116 have prohibitions or limitations on outdoor storage. However, POLICY 2.113-B-4.h regarding Business Park Center (BPC) states

"*Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures.*" This is why this is not proposed in BPC-1 or BPC-2 districts. Industrial district POLICY 2.113-A4.a states "*Permitted uses include facilities for the processing, fabrication, manufacturing, recycling,* ***bulk material storage****, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site* ***may be permitted within an industrial district through conditional approval***."

Consistency with the Florida Statutes

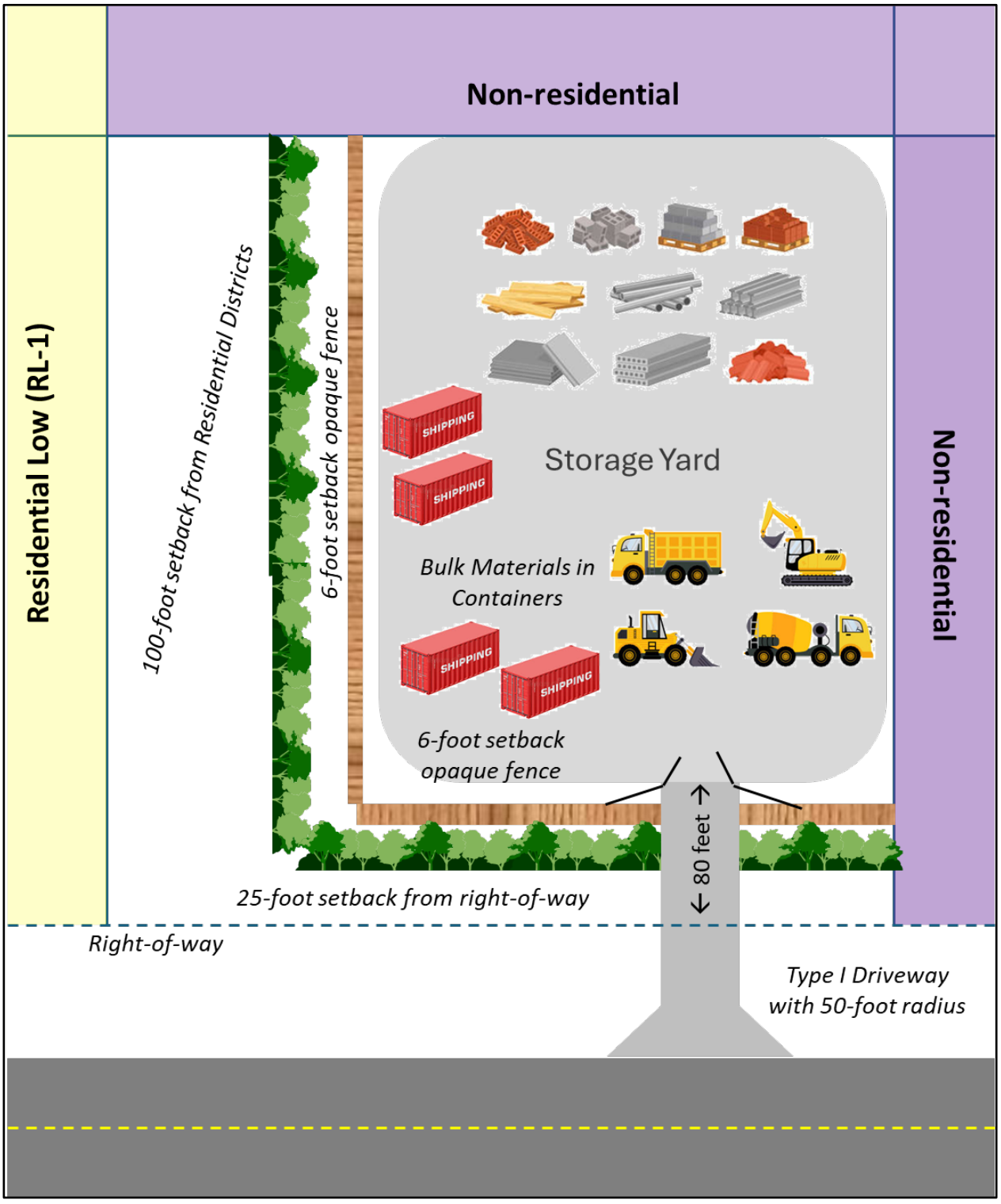
The Florida Statutes addresses many types of outdoor storage specifically addressing certain items such as petroleum, billboards, chemicals, and hazardous materials. They do not directly conflict with this proposed amendment. These laws will still apply regardless of the County ordinances.

Comments from Other Agencies: None.

Exhibits

Exhibit 1 – Outdoor Storage Standards Infographic

Draft Ordinance: under separate attachment



Outdoor Storage Standards Infographic

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-29**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 205, TABLE 2.1, ADDING A STORAGE YARD LAND USE CATEGORY; CHAPTER 3 CONDITIONAL USES, SECTION 303, CRITERIA FOR CONDITIONAL USES, ADDING CONDITIONS FOR STORAGE YARDS; CHAPTER 4, SECTION 401.02, TABLE 4.3, USE TABLE FOR STANDARD LAND USE DISTRICTS FOR THE RONALD REAGAN SELECTED AREA PLAN AND SECTION 401.08, TABLE 4.01.08.01, USE TABLE FOR SOUTH EAST POLK SELECTED AREA PLAN ADDING A STORAGE YARD LAND USE CATEGORY; CHAPTER 10, DEFINITIONS, DEFINING STORAGE YARDS TO ALLOW FOR THE OUTDOOR STORAGE OF RAW MATERIALS AND FINISHED GOODS AS A PRIMARY USE OF PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on March 6, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to allow for the outdoor storage of raw materials and finished goods in certain Future Land Use Map districts, provide conditions of approval, and define storage yards; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

> *NOTE:* The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on March 4, 2026. to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to allow Storage Yards as a C2 (Level 2 Conditional Use) in Industrial (IND) and Institutional-2 (INST-2).

SECTION 3: Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to add the following subsection:

Storage Yards
In addition to all applicable regulations, storage yards shall comply with the following requirements:

1. A Type "A" buffer in accordance with Section 720 Landscaping and Buffering shall be planted along all abutting rights-of-way. A Type "C" buffer shall be planted when abutting residential districts or land uses.
2. All storage shall be kept behind a minimum 6-foot opaque fence set 25 feet back from all rights-of-way.
3. If abutting residential land use districts or residentially developed properties, all storage shall be set back 100 feet from the property line behind a 6-foot opaque fence and a Type "C" landscape buffer.
4. Access shall be comprised of a Type I intersection with a 50-foot radius at a minimum. A greater intersection improvement may be needed depending on volume and usage.
5. Entrance gates shall be setback a minimum of 80 feet from the right-of-way.
6. There shall be no junk or distressed vehicles and no waste or scrap materials onsite unless approved and developed for a Salvage Yard. All storage shall be comprised of finished goods that have a demonstrable current market value.
7. Bulk materials shall only be permissible if stored within containers.

SECTION 4: Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Polk County Ordinance No. 00-09, as amended, is hereby amended to allow Storage Yards as a C2 (Level 2 Conditional Use) in Industrial (INDX) and Institutional-2 (INST-2X).

SECTION 5: Chapter 4, Section 401.08, Table 4.01.08.01, Use Table for Southeast Polk Selected Area Plan, Polk County Ordinance No. 00-09, as amended, is hereby amended to allow Storage Yards as a C2 (Level 2 Conditional Use) in Industrial (INDX) and Institutional-2X (INST-2X).

SECTION 6: Chapter 10, Definitions, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to add the following definition:

STORAGE YARD: Any property where the primary function is the outdoor storage of operable vehicles, equipment, machinery, or the storage of finished products and materials where there is no other primary use of the property. This includes staging areas, lay-down yards, and bulk storage. This does not include salvage yards or aggregate storage.

SECTION 7: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 8: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

Agenda Item N.7. 4/21/2026

SUBJECT

PUBLIC HEARING (LDCT-2025-30 Administrative Plat Approval) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance changes to the Florida Statutes. No Fiscal Impact.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 8, Section 806 Plats; Section 810, Replats and Modifications; Section 903, Review Procedures; and Section 908 Level 5 Review, to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance with new requirements of Chapter 177-071 of the Florida Statutes and amending Section 909.B, Applicability; and Section 909.C, Amount of Security, to adjust the minimum construction cost threshold and location of financial institution for Performance and Maintenance Securities. State law requires one Planning Commission hearing, which was held on March 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
erikpeterson@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	4
PC Date:	March 4, 2026	**Type:**	LDC Text Amendment
BoCC Date:	April 7, 2026 April 21, 2026	**Case Numbers:**	LDCT-2025-30
		Case Name:	Administrative Plat Approval
Applicant:	Polk County	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 8, Section 806 Plats; Section 810, Replats and Modifications; Section 903, Review Procedures; and Section 908 Level 5 Review, to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance with new requirements of Chapter 177-071 of the Florida Statutes and amending Section 909.B, Applicability; and Section 909.C, Amount of Security, to adjust the minimum construction cost threshold and location of financial institution for Performance and Maintenance Securities; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0

The changes to Chapter 8, Section 806, Plats are:

- Changing the duties of the Board of County Commissioners (BoCC) to the Land Development Director
- Removing the BoCC conditional plat approval process.
- Separating the difference between dedications on plats and acceptance of dedications and infrastructure by the BoCC.

The changes to Chapter 8, Section 810, Re-plats and Modifications are:

- Changing certain duties of the Board of County Commissioners (BoCC) to the Land Development Director
- Adding 910.D, Vacating or Re-Platting Dedicated Easements, Right-of-Way, Parcels or Tracts, to direct the process for vacating dedications prior to approval of a re-platting property.

The changes to Section 903, Review Procedures are:

- Changing references to the Board of County Commissioners (BoCC) to the Land Development Director in Table 9.1 and 9.2 regarding Level 5 Review (plat approval).

The changes to Section 908, Level 5 Review are:

- Changing references to the Board of County Commissioners (BoCC) to the Land Development Director regarding Level 5 Review (plat approval)
- Inserting plat review timing requirements per Chapter 177 of the Florida Statutes

The changes to Section 909.B, Applicability *(of completion guarantees)* **are:**

- Minimum project cost for requiring performance sureties and maintenance sureties from $10,000 to $100,000.

The changes to Section 909.C, Amount of Security *(of completion guarantees)* **are:**

- Allowing letters of credit and bonds to be eligible if the financial institution has a permanent branch office located in Florida rather than requiring the financial institution to be headquartered in Florida.

Summary:

Florida Statute 177.071, concerning plat approval, was recently updated (effective July 1, 2025) to streamline the process, clarifying that an "administrative officer" can grant final plat approval, and requiring swift acknowledgment and initial review (within 7 days) for plats submitted to counties/municipalities, detailing processing steps, and allowing electronic submittal for some parties. These changes focus on efficiency, clear communication, and defining roles for the approval of subdivision plats, with local governments implementing these changes through their land development codes. Changes to the Florida Statutes included:

- Administrative Approval: "Governing bodies" can now delegate the final approval of plats to a designated "administrative officer", such as a County/City Manager or high-ranking department director, for quicker processing.
- Initial Acknowledgment: The administrative authority must acknowledge receipt of a plat submittal within 7 business days, identifying any missing documents and outlining the approval process.
- Streamlined Process: The statute aims to expedite approvals by defining clear timeframes and responsibilities for reviewing plats for completeness.
- Local Implementation: Counties and cities are updating their Land Development Codes to align with these state-level mandates for plat review.

On August 15, 2025, the Board adopted a resolution to designate the Land Development Director as the administrative officer for plat approval. This proposed amendment to the LDC implements this statute by formally codifying these new requirements for the plat approval process.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 8, Section 806 Plats; Section 810, Replats and Modifications, Section 903, Review Procedures; and Section 908 Level 5 Review, to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance with new requirements of Chapter 177-071 of the Florida Statutes and amending Section 909.B, Applicability, and Section 909.C, Amount of Security, to adjust the minimum construction cost threshold and location of financial institution for Performance and Maintenance Securities.*

2. *This amendment applies to all properties in the unincorporated areas applying for land subdivision, including the Green Swamp Area of Critical State Concern.*

3. *Chapter 177.071 Approval of plat by governing bodies.—*
   (1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:
   (a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
   (b) When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
   (c) When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.
   (2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

4. *POLICY 2.128-C1: STANDARDS of the Comprehensive Plan states, "Through the implementation of its Land Development Code, Polk County shall regulate the subdivision of land in a manner consistent with the requirements of Florida Statutes to ensure:*
   a. Legal access to public rights-of-way;
   b. Proper designation of rights-of-way and easements for roads, public utilities, and other public uses;
   c. The orderly provision of community services including police, fire, and emergency medical services, and;
   d. Compliance with local land use policies and regulations."

5. *Chapter 8 of the Land Development Code (LDC) is dedicated to the land subdivision regulations including platting requirements. Chapter 9 of the LDC is dedicated to the development procedures including the subdivision of land through plat approval.*

6. *Chapter 10 of the LDC defines Plat as "a map or drawing depicting the division of land into lots, blocks, parcels, tracts, sites or other divisions, as specified in F.S. ch. 177."*

7. *Chapter 10 of the LDC defines Subdivision as "any division of a lot, parcel, or tract of land."*

8. *Planning staff have reviewed the land development requirements of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County.*

Staff found that four (4) out of the 14 jurisdictions have adopted an administrative approval process for plat review and recording per the requirements of Florida Statute 177.071.

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2025-30.

*At an advertised public hearing on March 4, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Introduction

In the spring of 2025, the Florida Legislature passed Senate Bill 784 which was signed into law by the Governor with an effective date of July 1, 2025. This law requires all local governments to change their procedures for land subdivision plat approval from the governing body to an administrative official designated by the governing body. On August 15, 2025, the Board of County Commissioners passed resolution 2025-081 designating the Land Development Director as the administrative official with the sole responsibility for plat approval. This amendment is primarily to codify this new procedure into the Land Development Code.

While much of this proposed amendment is merely replacing "Board of County Commissioners" with "Land Development Director," there are some logistical issues that have to be addressed that the legislation did not. One of those is the process of re-platting over an existing plat. Most platted lands include easements, public offerings, and other dedications to properties that may not be under the same ownership as the applicant for the new plat. Those property owners may likely have development rights that cannot be quashed administratively that under Florida as well as Polk County laws require a public notice and hearing process. Therefore, this amendment directs a property owner back to the Board of County Commissioners for approval to vacate right-of-way, easements, and other dedications prior to the approval of a re-plat.

Recommended Changes

Staff are recommending that the LDC reflect the requirements of CH. 177.071 FS and Board of County Commissioners Resolution 2025-081 by adopting the following changes to Chapter 8, Sections 806 and 810 and Chapter 9, Sections 903, 908, and 909.

Amend Chapter 8, Section 806, Plats by changing the duties of the Board of County Commissioners (BoCC) to the Land Development Director with regard to final plat approval authority abrogating the conditional plat approval process because it is unnecessary if plats are approved without a public meeting. However, it must be stated that the administrative plat approval is different from accepting dedicated infrastructure.

Amend Chapter 8, Section 810, Re-plats and Modifications, by changing certain duties of the Board of County Commissioners (BoCC) to the Land Development Director. But also adding 910.D, Vacating or Re-Platting Dedicated Easements, Right-of-Way, Parcels or Tracts, to direct the process for vacating dedications prior to approval of a re-platting property. This will ensure that individual property rights are not taken away without proper notification of all parties affected.

Section 903, Review Procedures, has summary tables (Table 9.1 and 9.2) that outline all review processes. References to the Board of County Commissioners (BoCC) need to be changed to the Land Development Director regarding Level 5 Review (plat approval).

Section 908, Level 5 Review, includes many references to the Board of County Commissioners (BoCC) that need to change to the Land Development Director regarding Level 5 Review (plat approval). Senate Bill 784 also called for shorter plat review timing requirements. These are quoted directly from Florida Statute 177.071.

The costs of construction have greatly increased since the performance surety requirements prior to platting were adopted. Staff recommends changes to Section 909.B, Applicability *(of completion guarantees)* to raise the minimum project cost for requiring performance sureties and maintenance sureties from $10,000 to $100,000.

There are a limited number of financial institutions headquartered in the state. The purpose of the requirement is that the money is easily accessible if it is needed for infrastructure completion or repairs. Staff recommend changes to Section 909.C, Amount of Security *(of completion guarantees),* to allow letters of credit and bonds to be eligible if the financial institution has a permanent branch office located in Florida rather than requiring the financial institution to be headquartered in Florida.

Benefit-cost Analysis of the Amendment

Who does it help?

Polk County significantly expedited the platting process by creating a pre-approval process for the Board of County Commissioners in 2010 where the Board could approve a plat prior to completion of the plat review. This enabled a plat to be recorded shortly upon completion of the review without having to wait for the next available Board meeting for final action. This amendment cuts out the time it could take to have the Board Chairman come to the County Administration Building to sign the plat prior to recording. This puts it in the hands of the Land Development Director who is typically at the building. It can potentially shorten the time between plat approval and recording; and "time is money" in the land development business.

The legislative requirement of a faster review response process does not change Polk County's current plat review system because we already meet these standards. Polk County has the most expedient review processes in all of Central Florida. The modifications to the minimum construction cost requiring financial securities and changes to the location of creditors will assist many small projects and all builders.

Who does it hurt?

This does potentially remove the public's ability to comment on the approval of a platted development. Before this legislation, plats were pre-approved in an open public forum where constituents could voice their concerns. While platting is rather late in the development approval process for any objections or concerns to be aired, it does remove one avenue for public accountability. However, the platting process is more of a technical part of the overall development process for which public input is unlikely to alter the physical outcome.

What is the cost?

These changes require significant investment into technology that enables limited staff to be more productive. Polk County has been making these ongoing technological improvements since the mid-1990s and has not stopped making improvements to the system. This efficiency is borne out of the experience of high population growth rates over the past 30 years.

Regulatory History

Plats recorded in the unincorporated areas of the County have been approved by the County Commission in a public meeting and signed by the Chairman dating back to the mid-1920s. The first ordinance that was recorded regulating the subdivision of land became effective January 19, 1970 (Ord. 70-1). This proposed ordinance amendment is implementing a change in County procedure that is over 100 years old.

Limits of the Proposed Ordinance

This amendment applies to all lands within the unincorporated areas of Polk County including the Green Swamp Area of Critical State Concern. This amendment will be forwarded to Florida Commerce for the statutorily required 45-day review.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. In addition to the aforementioned, the survey includes Brevard, Hardee, Highlands, Hillsborough, Lake, Manatee, Orange, Osceola, Seminole, and Volusia Counties. Out of the 14, only four Counties (Manatee, Orange, Osceola, and Volusia) have implemented the change to an administrative signature of approval on plats with no public hearing requirements. The City of Lakeland has also approved a resolution to change the plat approval process similar to the County and is in the process of drafting final code changes.

Consistency with the Comprehensive Plan

This amendment is consistent with the Comprehensive Plan, specifically POLICY 2.128-C1, which states, "*Through the implementation of its Land Development Code, Polk County shall regulate the subdivision of land in a manner consistent with the requirements of Florida Statutes...*" It does not change any regulations with regard to:

- Legal access to public rights-of-way;
- Proper designation of rights-of-way and easements for roads, public utilities, and other public uses; The orderly provision of community services including police, fire, and emergency medical services, or;
- Compliance with local land use policies and regulations."

Consistency with the Florida Statutes

The purpose of this amendment is to bring the Land Development Code into compliance with Florida Statute 177.071, concerning plat approval.

Comments from Other Agencies: Input into the drafting of this ordinance was provided by Polk County Roads and Drainage Division.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2025-30**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 8, SECTION 806, PLATS; SECTION 810, REPLATS AND MODIFICATIONS; SECTION 903, REVIEW PROCEDURES; AND SECTION 908, LEVEL 5 REVIEW, TO CHANGE THE PROCEDURE OF APPROVING SUBDIVISION PLATS FROM THE BOARD OF COUNTY COMMISSIONERS TO THE LAND DEVELOPMENT DIRECTOR IN ACCORDANCE WITH NEW REQUIREMENTS OF CHAPTER 177-071 OF THE FLORIDA STATUTES; AND AMENDING SECTION 909.B, APPLICABILITY, AND SECTION 909.C, AMOUNT OF SECURITY, TO ADJUST THE MINIMUM CONSTRUCTION COST THRESHOLD AND LOCATION OF FINANCIAL INSTITUTION FOR PERFORMANCE AND MAINTENANCE SECURITIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on March 4, 2026; and

WHEREAS, the Board of County Commissioners approved Resolution No. 2025-081 on August 15, 2025, to designate the Land Development Director as the administrative officer for plat approval. This proposed amendment to the LDC implements this resolution by formally codifying these new requirements for the plat approval process and replaces the effect of the resolution; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to change the procedure of approving subdivision plats from the Board of County

Commissioners to the Land Development Director in accordance with new requirements of chapter 177-071 of the Florida statutes; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

> *NOTE:* The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on March 4, 2026, to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Section 806, Plats, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 806 Plats

The purpose of the review and approval of the plat by the County is to ensure that all requirements of this Code have been satisfied. The submission of the plat does not imply approval of the construction plans.

A. **Procedure** **(Revised 3/17/10 - Ord. 10-010)**

The applicant may submit a plat for approval for the entire subdivision. Approval will be granted when one of the following conditions exist:

1. All private improvements, if any, have been installed and approved, and all public improvements, if any, have been installed and accepted by the County.
2. In the absence of the completion of all improvements referenced in Section 804 C.1, provision of security for such installation is required (see Section 909).

B. **Application** **(Rev. 3/17/10 - Ord. 10-010; 5/20/09 - Ord. 09-023; 12/03/03 Ord. 03-38)**

The following items and information shall be submitted to the Growth Management Department plat review:

1. A complete application (on forms provided by the County).
2. All required processing fees.
3. All plats shall be prepared in compliance with these regulations and other applicable laws. An original and the required number of copies of the plat shall be prepared to include the following certifications which shall be printed on the original plat:

a. Certificate of surveyor.
~~b. Certificate of approval of the BoCC.~~
~~c.~~b. County Surveyor.
~~d.~~c. Land Development Director. ~~(except in the case of a minor subdivision plat approval)~~
~~e.~~d. County Engineer. (except in the case of a minor subdivision plat approval)
~~f.~~e. Certificate of ownership and dedication and, separate mortgagee's joinder in and ratification of subdivision plat.
~~g.~~f. Certificate of approval of the clerk of the circuit court.

4. The following shall be provided prior to plat approval by the ~~BoCC~~ Land Development Director:

a. When improvements are constructed, completed and accepted prior to plat recording, the following documents shall be provided:
   i. Title certification or opinion of title that satisfies the requirements of F.S. ch. 177. The title certification or opinion shall be submitted twice, once with the initial submittal and once with the final submittal. The certification or opinion shall have an effective date within 45 days of the date the plat is signed by the ~~Board of County Commissioners Chairman~~ Land Development Director and receives final approval. The effective date is the most recent date of the public records search used to prepare the title certification or opinion.
   ii. Engineers certificate.
   iii. Subdivider's guarantee.
   iv. Surveyor's certificate of installation of Plat Reference Monuments (PRMs), Plat Control Points (PCPs) and monuments in accordance with Florida Statutes. All PRMs, PCPs and monuments are subject to inspection prior to plat approval; this does not obligate the County to inspect PRMs, PCPs and monuments. The surveyor's certificate shall be signed and sealed by the surveyor of record and shall state that "All PRMs, PCPs and monuments required by Florida Statutes

have been installed." The certificate shall be submitted in a timely manner to allow inspection of PRMs, PCPs and monuments prior to plat approval.

v. Signed and sealed record drawings for public improvements and work conducted in County rights-of-way and easements existing or dedicated.

vi. Such documentation from the Polk County Health Unit as required by law.

b. When improvements are to be constructed, completed, and accepted after plat recording, the following shall be provided:

i. Title certification or opinion of title that satisfies the requirements of F.S. ch. 177. The title certification of opinion shall be submitted twice, once with the initial submittal and once with the final submittal. The certification or opinion shall have an effective date within 45 calendar days of the date the plat is signed by the ~~Board of county Commissioners Chairman~~ Land Development Director and receives final approval. The effective date is the most recent date of the public records search used to prepare the title certification or opinion.

ii. Subdivision agreement - A binding agreement shall be made stating if the applicant fails to make the required improvements (or to cause them to be made) according to the schedule for making those improvements, the County shall utilize the security provided in connection with the agreement.

iii. Engineer's certificate.

iv. Sub-divider's guarantee.

v. Certificate of cost estimate (or actual installation cost).

vi. Performance Security in compliance with Section 909.

vii. Maintenance Security in compliance with Section 909. (after improvements are accepted for maintenance by the County).

c. For minor subdivisions when no improvements are to be constructed, with exception of sidewalks and/or shared driveways, the following shall be provided.

i. A title certification or opinion of title that satisfies the requirements of F.S. ch. 177. The title certification or opinion shall be submitted twice, once with the initial submittal and once with the final submittal. The certification or opinion shall have an effective date within 45 calendar days of the date the plat is signed by the ~~Board of County Commissioners Chairman~~ Land Development Director and receives final approval. The effective date is the most recent date of the public records search used to prepare the title certification or opinion.

ii. Surveyor's certificate of installation of PRMs and monuments in accordance with Florida Statutes. All PRMs and monuments are subject to inspection prior to plat approval; this does not obligate the County to inspect PRMs and monuments. The surveyor's certificate shall be signed and sealed by the surveyor of record and shall state that all PRMs and monuments required by Florida Statutes have been installed. The certificate shall be submitted in a timely manner to allow inspection of PRMs, PCPs and monuments prior to plat approval.

iii. When sidewalks and/or shared driveways are to be constructed, a site plan showing construction details for the driveway or sidewalk shall be provided along with topographic survey data for the area in the vicinity of the sidewalk or driveway construction.

5. Evidence of the provision and assurance for maintenance of common facilities. This includes, but is not limited to all documents and other assurances, including deed restrictions, articles of incorporation and bylaws, prepared in accordance with the

laws of the state and satisfactory to the County Attorney, to establish a means of common ownership and management of all common areas, facilities or improvements intended for use by some or all of the occupants of the subdivision, but not proposed to be provided, owned, operated or maintained at general public expense. Minor subdivisions are exempt from this requirement if there are no common areas.

6. Copies of permit approvals from all applicable regulatory agencies.

7. Flood plains, flood ways and flood elevation data, if applicable, shall be provided on the plat.

8. The applicant shall provide an original and a print or photographic copy of the original drawing prior to submission to the ~~Board of County Commissioners~~ Land Development Director. The scale on the original mylar and the copy shall be to an appropriate scale to show all details.

9. A Boundary Survey pursuant to F.S. Ch. 177.

10. In addition to required certifications, plats shall be prepared to include the following:

   a. All graphic standards must conform to F.S. Ch. 177.
   b. The size of each sheet shall be 24 inches by 36 inches and shall be drawn with a marginal line or may be printed completely around each sheet and placed so as to leave at least a one half inch margin on each of three sides and a three inch margin on the left side of the plat for binding purposes.
   c. The following information shall be required on all plats:
      i. Each plat shall show the section, township and range, as applicable, or, if in a land grant, the plat will so state. If the subdivision is in an area where State Plane Coordinates or Geodetic Control Points have been established, the State Plane Coordinate values shall be annotated on the face of the plat for at least two Permanent Reference Monuments (PRMs) on every development of 40 acres or less and at least one additional PRM for every additional 40 acres. The coordinate datum shall be based on NGRS, current adjustment. Minor subdivisions shall not be required to establish State Plane Coordinators for the plat.
      ii. When the plat drawing is the result of a computer-generated drawing, a copy of the drawing file in DXF, DGN, DWG format is required.
      iii. Conservation and preservation areas. Exact locations of all conservation and preservation tracts or easements, including wetlands when density transfers are uplands, mitigated wetlands and upland preserves, shall be identified.
      iv. Two vertical control points (VCP) shall be required for every development of 40 acres or less. One additional vertical control point shall be established for each additional 40 acres. A VCP shall be a two-inch diameter or greater brass disk set into concrete in a drainage control structure, end wall or other suitable concrete structure. The elevation of the VCPs shall be referenced to either NGVD 29 or NAVD 88 datum and shall be annotated on the face of the plat and stamped into the disk together with the license number of either the Surveyor or the business entity. Minor subdivisions that contain no Special Flood Hazard Area are not required to establish VCPs.

v. Where a plat boundary falls within a water body, a meander line shall be established at or near the ordinary high water line and monumented in accordance with Chapter 61G17-6, F.A.C. This line shall not constitute a line of ownership.

vi. The minimum text height for all dimensioning shall be 0.08"

vii. Lots shall be numbered consecutively beginning with the number one (1) with the exception of phased subdivisions, which shall begin consecutive numbering from the previous phase.

viii. All least fractional parts of the subdivided lands having limited fixed boundaries shall be referred to as either lots or tracts.

ix. Tracts shall be dedicated to the Homeowner's Association, Community Development District (CDD), Polk County, or retained by the subdivider for future development.

x. Tracts shall be lettered consecutively beginning with the letter "A" with the exception of phased subdivisions, which may begin consecutive lettering from the previous phase.

xi. New plats located within a Nutrient Restoration Plan Overlay will be required to have a note on the plat stating Enhanced Nitrogen Reducing Septic Systems are required on parcels one acre or less if sewer is not available.

C. **Approval**

~~1. A plat is eligible for BoCC conditional approval prior to final review by the BoCC's Plat Review Staff, which is a technical fact-finding committee, approval by the Land Development Division Director, a final approval by the BoCC under the following circumstances:~~

~~a. The applicant has paid all application and recording fees required by the County; and~~

~~b. the submittal has completed the initial review by the Plat Review Staff pursuant to Section 908.~~

~~2~~1. A plat is eligible for recording after ~~the BoCC has conditionally approved the plat in accordance with Section 806.C.1, the BoCC's Plat Review~~ Staff has reviewed said plat, ~~the BoCC has approved the plat,~~ and the plat has received all the appropriate signatures required by F.S. Ch. 177 and this Code. The ~~BoCC's~~ final approval of the plat shall consist of the ~~Chairperson~~ Land Development Director signing the plat~~, which shall be evidence of the Board's final approval of the plat. No further Board action, other than the Chairperson signing the plat, is required to achieve BoCC final approval of the plat. If the BoCC's final approval has not been received and the Chairperson's signature has not been secured within 14 days of the most recent review by the Plat Review Staff, the plat shall be resubmitted to the Plat Review Staff before it is eligible for final approval~~.

~~3. BoCC conditional approval shall only be valid for a maximum of 18 months after said conditional approval is granted. If the Final Plat has not received final Board approval and been recorded within 18 months after the BoCC's conditional approval, then the BoCC's conditional approval is null and void.~~

~~4~~2. The ~~BoCC~~ Plat Review Staff includes a representative(s) from the County Surveyor's office, and the Land Development Division. The County Attorney's

Office shall review all plats and advise the ~~BoCC~~ Land Development Director and its various divisions and departments whether the plat is legally sufficient.

3. Approval of the plat and the dedications to the public therein do not constitute the Board of County Commissioners acceptance of infrastructure, liability, or maintenance of the dedications until an official acceptance process by the Board has occurred.

D. **Maintenance of Private Improvements**

1. Whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and improvements.

a. When the proposed development is to be organized as a condominium under the provisions of F.S. Ch. 718, common facilities and property, shall be conveyed to the condominium's association pursuant to that law.
b. When no condominium is to be organized, an owners association shall be created and all common facilities and property shall be conveyed to that association.
c. No development order shall be issued for a development for which an owners association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

2. An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to the County shall be created by covenants running with the land. Such covenants shall be included with the final plat. Such organization shall not be dissolved, nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate the same to the County.

E. **Minor Subdivision Plat Approval** **(Rev. 3/17/10 - Ord. 10-010)**

~~1. A plat is eligible for BoCC conditional approval prior to final review by the County Surveyor and final approval by the BoCC under the following circumstances:~~

~~a. The applicant has paid all application and recording fees required by the County~~

~~2.~~A plat is eligible for recording after the ~~BoCC has conditionally approved the plat in accordance with Section 806.C.1,~~ the County Surveyor has reviewed the plat, ~~the BoCC has approved the plat~~ and the plat has received all the appropriate signatures required by F.S. Ch. 177 and this Code. The ~~BoCC's~~ final approval of the plat shall consist of the ~~Chairperson~~ Land Development Director signing the plat~~, which shall be evidence of the Board's final approval of the plat. No further Board action, other than the Chairperson signing the plat, is required to achieve BoCC final approval of the plat. If the BoCC's final approval has not been received and the Chairperson's signature secured within 14 days of the most recent review by the Plat Review Staff, the plat shall be resubmitted to the Plat Review Staff before it is eligible for final approval~~.

~~3. BoCC conditional approval shall only be valid for a maximum 18 months after said conditional approval is granted. If the plat has not received final Board approval and been recorded within 18 months after the BoCC's conditional approval, then the BoCC's conditional approval is null and void.~~

SECTION 3: Section 810, Re-plats and Modifications, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 810 Re-plats and Modifications

A. **Vacating and Re-platting**

Whenever land comprising all or part of an existing plat of record is proposed as all or part of a new plat, it shall be in accordance with the procedures as set forth in F.S. ch. 177.

B. **Revision of Final Plat After ~~Board~~ Land Development Director Approval**

No changes, erasures, modifications or revisions shall be made on any final plat after approval has been given, unless the plat is resubmitted to the ~~BoCC~~ Land Development Director for ~~its~~ his or her approval. This shall not affect the right to file an affidavit confirming an error on a recorded plat as provided by law. Any change, other than those listed in Section C, shall be considered a major modification or re-plat and shall be processed as a major subdivision pursuant to Section 803 C.

C. **Minor Modifications**

When it is necessary to change a plat which has been duly recorded, the applicant may proceed with submission of the final plat to the County. The minor subdivision process in Section 803 B. shall apply if one or more of the following modifications are proposed:

1. Lot lines are adjusted, provided that the number of lots does not increase and the individual lot sizes still meet the minimum lot size prescribed in this Code.
2. Minor adjustments in street alignments.
3. Release or dedication of easements.
4. Street name changes.

D. **Vacating or Re-Platting Dedicated Easements, Right-of-Way, Parcels or Tracts**

Recorded plats which through their approval have either dedicated or implied dedication of easements, right-of-way, parcels or tracts shall have the official authorization of the recipients of such dedication or implied dedication or undergo Board approval to vacate or re-plat such dedicated rights. Notice shall be given to all owners of real property within the plat of the hearings.

SECTION 4: Section 903, Review Procedures, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to amend Table 9.1, Table 9.2, and subsection 903.E accordingly:

Table 9.1 Summary of Required Review Procedures
(Rev. 02/14/07 - Ord. 07-004; Rev. 01/30/03 - Ord. 03-14)

Development Approval Requested	Submittal Required	Required Steps	Review Procedure
All other "permitted" uses on Use Tables in Chapters 2, 4 and 5	Final Development Plan	DRC	Level 2 (DRC Action)
Conditional Uses			

Table 9.1 Summary of Required Review Procedures (Rev. 02/14/07 - Ord. 07-004; Rev. 01/30/03 - Ord. 03-14)			
Development Approval Requested	**Submittal Required**	**Required Steps**	**Review Procedure**
C-1 Conditional Uses(1)	As requested for permitting	Staff review	Level 1 (Admin. Action)
C-2 Conditional Uses(1)	Final Development Plan	DRC	Level 2 (DRC Action)
C-3 Conditional Uses(1)	Draft Development Plan and Impact Assessment Statement	DRC, and PC	Level 3 (PC Action)
C-4 Conditional Uses(1)	Final Development Plan and Impact Assessment Statement	DRC, PC and BoCC	Level 4 (BoCC Action)
Land Use District Modification	Application and Impact Assessment Statement	PC and BoCC	Level 4 (BoCC Action)
Code Amendments and Comprehensive Plan Amendments(4)	Application	PC and BoCC	Level 4 (BoCC Action)
Planned Developments			
Planned Development Preliminary Plan Approval	Preliminary Plan	DRC, PC	Level 3 (PC Action)
Build-out	Final Development Plan	DRC	Level 2 (DRC Action)
Minor Modification to Planned Development	Preliminary Plan[2]	DRC	Level 2 (DRC Action)
Major Modification to Planned Development	Preliminary Plan[2]	DRC, PC	Level 3 (PC Action)
Subdivision Plats			
Construction Plans	Construction Plans	DRC	Level 2 (DRC Action)
Modification to Construction Plans	Construction Plans	DRC	Level 2 (DRC Action)
Signage Plan(5)	Signage Plan	PC, DRC	Level 3 (PC Action) Level 2 (DRC Action)
Final Plat	Final Plat	DRC and ~~BoCC~~ Land Development Director	Level 5 (Platting Approval)
Minor Plat	Final Plat	DRC and ~~BoCC~~ Land Development Director	Level 5 (Platting Approval)
Plat Modification	Final Plat	DRC and ~~BoCC~~ Land Development Director	Level 5 (Platting Approval)
Replat/Vacating(3)	Construction Plans and Final Plat	DRC and ~~BoCC~~ Land Development Director	Level 5 (Platting Approval)

(1) All conditional uses shall comply with the conditions outlined in Chapter 3.

(2) Final Development Plans may be submitted at the option of the applicant.

(3) Depending upon size and complexity, staff may require a preliminary plat.

(4) There shall be a transmittal and an adoption hearing on all Comprehensive Plan text amendments and map amendments over 50 acres and for any amendments within the Green

Table 9.1 Summary of Required Review Procedures (Rev. 02/14/07 - Ord. 07-004; Rev. 01/30/03 - Ord. 03-14)			
Development Approval Requested	**Submittal Required**	**Required Steps**	**Review Procedure**
Swamp Area of Critical State Concern (5) Complete in conjunction with final Development Approval in Level 2. DRC = Development Review Committee PC = Planning Commission BoCC = Board of County Commissioners			

Table 9.2 Review Procedure Steps (Rev. 3/8/06 - Ord. 06-12)

	Level 1	Level 2	Level 3	Level 4	Level 5
Pre-application Conference~~(4)~~ (3)	Optional	Optional	Optional	Optional	Optional
Staff Review(1)	Required	Required	Required	Required	Required
Development Review Committee (DRC)	Not Required	Required	Required	Required	Required
Planning Commission (PC)	Not Required	Not Required	Required	Required	Not Required
Board of County Commissioners (BoCC)	Not Required	Not Required	Required~~(3)~~ (2)	Required	Not Required~~(2)~~

(1) When Staff Review occurs as part of a standard permitting or site plan procedure; full DRC not required.
~~(2) BoCC Consent agenda only; No public notice required.~~
~~(3)~~ (2) BoCC only if appealed
~~(4)~~ (3) Pre-applications are valid for no more than a year from the DRC meeting

Section 903 Review Procedures

…

E. Level 5- Subdivision Plats (Revised 2/5/2019 - Ord. 19-008)

Land being subdivided according to the definitions and requirements in Chapter 8, shall be reviewed and approved according to the following procedures as summarized in Table 9.1.

DRC shall review the plat to ensure compliance with the Comprehensive Plan, this Code, and the following:

1. Pursuant to the specifications in Sections 805 and 905 (Level 2 Review), construction plans shall be reviewed by the DRC to ensure the public and private infrastructure, utilities and other improvements are compliant with all applicable codes and Appendix A, Technical Standards Manual.
2. A Final Plat shall be submitted pursuant to the specifications in Sections 806 and 908 (Level 5 Review). The review by the DRC and ~~BoCC~~ Land Development Director shall ensure the plat complies with all applicable codes, recording requirements, the approved construction plans, and security requirements.

3. Certain subdivision plats, which due to their complexity or phasing, may be required to undergo a subsequent Level 2 Review, in order to obtain necessary detail, scale and data required for a Final Development Plan.

…

SECTION 5: Section 908, Level 5 Review, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 908 Level 5 Review

A. **Purpose**

The review is to evaluate whether the requested subdivision meets minimum development standards as stated within this Code, other County development regulations, and to provide for compatibility review. The ~~BoCC~~ Land Development Director may approve, approve with conditions, or deny.

B. **Performed By** **(Revised 3-17-10 - Ord. 10-010)**

A Level 5 Review is performed by the Development Review Committee (DRC), and the Land Development Director~~, and the Board of County Commissioners (BoCC)~~ for review of the plat.

C. **Results**

A successful Level 5 Review will result in approval of a subdivision plat by the ~~Board of County Commissioners~~ Land Development Director.

D. **Review Process for Level 5 Review** **(Rev. 08-07-18 - Ord. 18-057; 3-17-10 - Ord. 10-010; 5/20/09 - Ord. 09-023; 01/30/03 - Ord. 03-14)**

1. Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

~~1~~2. Once the plat submittal has been deemed sufficient, A Level 5 Review shall follow the same review procedures as a Level 2 Review as outlined in Section 905.D of this Code, except for Subsections D.3, D.6, and D.8. Land Development staff shall send a copy of the application to each member of the DRC and shall allow 15 working days for review. Within 180 days after the County has deemed the application complete, the ~~Board~~ Director shall render a final decision to approve or deny the plat.

~~2. On the earliest available date, the Land Development Director shall schedule the application on the Board of County Commissioners' consent agenda.~~

3. The ~~Board of County Commissioners~~ Land Development Director, in the review of the ~~development application~~ plat, shall consider the following factors:

a. Whether the proposed development is consistent with all relevant requirements of this Code; and

b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan~~;~~.

~~c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as height, bulk, scale, intensity, traffic, noise, and appearance; and~~

~~d. Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.~~

4. The ~~BoCC~~ Land Development Director shall consider the factors listed in Section 908.D.3 and render a final decision to approve or deny the development application. Within five working days the County shall issue a letter outlining the decision.

5. In the absence of the Land Development Director for final approval of a plat, the Office of Planning & Development Director or an Assistant/Deputy County Manager may approve and sign a plat in consideration of the aforementioned factors for approval.

E. **Expedited Procedures for Affordable Housing Subdivisions** **(Rev. 01/30/03 - Ord. 03-14)**

In order to expedite the issuance of building permits for affordable housing developments as defined herein, the application shall be identified with yellow paper and placed ahead of the other incoming applications for plan review and permit processing. Initial plan review shall be completed within ten working days.

SECTION 6: Chapter 9, Development Review Procedures, Section 909, Completion Guarantee and Acceptance of Infrastructure and Improvements, subsection B, Applicability, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 909 - Completion Guarantee and Acceptance of Infrastructure and Improvements

…

B. **Applicability**

1. Performance Security - a performance security may be required under the following circumstances:

a. Any connection or modification to county-maintained infrastructure regardless of jurisdiction or land ownership,

b. Any connection or modification to infrastructure within county property, county rights-of-way, or county owned or maintained easements within incorporated as well as unincorporated Polk County,

c. Any construction of new infrastructure improvements or replacement of existing infrastructure within county property, county rights-of-way, or county owned or maintained easements within incorporated as well as unincorporated Polk County; or,

d. Prior to the sale of any residential property (plat approval) within the limits of an approved Level 2 Review Plan when all infrastructure items necessary to support the intended use of property and required land sale elements are not completed.

e. Performance securities will not be accepted when total construction costs are less than $10,000 for utility improvements or $20,000 for roadway improvements.

2. Maintenance Security - a maintenance security shall be required after completion and approval of connection or modification to county-maintained infrastructure with a total construction cost above $10,000 for utility improvements or $100,000 for roadway improvements, regardless of jurisdiction.

3. Required Securities for Plat Approval

The applicant shall provide and maintain sufficient full performance security guaranteeing the completion and approval of private or public onsite or offsite improvements.

…

SECTION 7: Chapter 9, Development Review Procedures, Section 909, Completion Guarantee and Acceptance of Infrastructure and Improvements, subsection C, Amount of Security, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 909 - Completion Guarantee and Acceptance of Infrastructure and Improvements

…

C. **Amount of Security**

1. The amount of a performance security shall be 110 percent of the estimated total construction costs for the improvements identified by the Engineer of Record and approved for their accuracy by the County Engineer or their assigns. The amount of all maintenance securities shall be 10 percent of the total construction costs of infrastructure dedicated to Polk County.

2. Security requirements may be met by the following:

a. Cash,

b. Cashier's check payable to Polk County,

c. Irrevocable Letters of Credit payable to Polk County from a financial institution with a permanent branch office located within the state of Florida, or

d. Bond from a financial institution with a permanent branch office located within the state of Florida.

…

SECTION 8: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 9: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

177.071 Administrative approval of plats or replats by designated county or municipal official.—

(1) (a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including, but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4) Before a plat or replat is offered for recording, it must be administratively approved as required by this section, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both, two plats or replats must be prepared and each county or municipality has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees that one plat is mutually acceptable.

(5) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

RESOLUTION NO. 2025-081

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, DESIGNATING AN ADMINISTRATIVE AUTHORITY FOR THE REVIEW AND APPROVAL OF PLATS AND REPLATS; ESTABLISHING ADMINISTRATIVE PROCEDURES FOR PLAT REVIEW; PROVIDING FOR THE ADMINISTRATIVE ACCEPTANCE OF DEDICATIONS; PROVIDING FOR PREVIOUS PLATS; PROVIDING FOR CONFLICTING AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature passed Senate Bill 784, which was codified as Chapter 2025-164, Laws of Florida (the "Act"); and

WHEREAS, the Act amends Section 177.071, Florida Statutes, to require that all plat and replat applications that comply with the requirements of Florida Statutes and the County's applicable land development regulations must be administratively approved; and

WHEREAS, the Act removes the requirement for public hearings and approval by the Board of County Commissioners, making plat approval an administrative function, to be performed by county staff; and

WHEREAS, Section 177.071(1)(a), Florida Statutes, now requires the Board of County Commissioners to designate an "administrative authority" to receive, review, process, and render final decisions on all plat and replat submittals ; and

WHEREAS, the Act establishes a mandatory, time-sensitive review process, including a requirement to provide written notice of receipt and of any missing documents or information to an applicant within seven (7) business days of a submittal; and

WHEREAS, the Board of County Commissioners finds it necessary and in the public interest to formally adopt procedures and designate authority to ensure the County's full compliance with the mandates of state law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

Section 1. Designation of Administrative Authority. Pursuant to Section 177.071(1)(a), Florida Statutes, the Board of County Commissioners hereby designates the Land Development Division as the Administrative Authority for responsible for receiving, reviewing, and processing all plat and replat submittals within the unincorporated areas of the County.

Section 2. Designation of Final Approval Official. Pursuant to Section 177.071(1)(b), Florida Statutes, the Board of County Commissioners hereby designates the Land Development Division Director as the Administrative Official responsible for issuing the final administrative decision for any proposed plat or replat.

Section 3. Adoption of Administrative Plat Review Procedures. The following procedures are hereby adopted for all plat and replat applications submitted within the unincorporated areas of the County: (a) Application Submittal. All plat and replat applications shall be submitted to the designated Administrative Authority. (b) Initial Written Notice. Within seven (7) business days of receiving a submittal, the Administrative Authority shall provide the applicant with a written notice of receipt and of any missing documents or information in accordance with the Statute. (c) Final Decision. The Administrative Authority shall render a final written decision regarding the submittal within the timeframe established in the initial written notice.

Section 4. Acceptance of Dedications. The administrative approval and subsequent recording of a plat shall be deemed the acceptance of all dedications of rights-of-way, easements, or other lands for public use as shown on the plat, in accordance with the Statute.

Section 5. Pending Plats. Any Plat or replat application that was submitted before the date this Resolution, and is pending a final decision, shall be processed and finalized in accordance with the administrative procedures established by this Resolution, notwithstanding any provision of the Land Development Code to the contrary.

Section 6. Conflicting Authority. Until such time that the Land Development Code is updated to reflect changes necessitated by the Act and this Resolution, the provisions of the Act and this Resolution shall govern and supersede any conflicting requirements of the Land Development Code.

Section 7. Severability. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Brown
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
T.R ~~Rick~~ Wilson, Chair

(SEAL)

RESOLUTION NO. 6001

PROPOSED RESOLUTION NO. 25-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE AUTHORITY RESPONSIBLE FOR FINAL PLAT AND REPLAT APPROVALS IN COMPLIANCE WITH FLORIDA LAW; ALLOWING FOR DESIGNEE TO ACT ON CITY MANAGER'S BEHALF; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature approved Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill 784 ("S.B. 784) in its 2025 Regular Session, amending s.177.071 and s.177.111 *Florida Statutes,* pertaining to platting; and

WHEREAS, S.B. 784 was approved by the Governor on June 20, 2025 and subsequently filed in the Office of the Florida Secretary of State as Chapter 2025-164, Laws of Florida; and

WHEREAS, among other changes related to platting, this new law requires the approval of plats and replats for the subdivision of land by an administrative authority of the local jurisdiction; and

WHEREAS, this new law defines the term "administrative authority" as a department, division, or other agency of the county or municipality and, for the purposes of issuing a final administrative approval of a plat or replat submittal, the term also incudes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the

county's or municipality's land development, housing, utilities, or public works programs; and

WHEREAS, the Land Development Code of the City of Lakeland addresses the administration and enforcement of the City's Subdivision Standards in Section 9.3, specifying that the Planning and Zoning Board shall be responsible for regulating the layout of new subdivisions and that the Director of Community Development shall be responsible for assisting the Planning and Zoning Board in carrying out its responsibility for regulating the layout of new subdivisions and resubdivisions and that the director or his designee shall exercise this responsibility by reviewing and approving preliminary plats and by reviewing and recommending approval or disapproval of final plats; and

WHEREAS, this Section of the Land Development Code also states that the Director of Public Works, General Manager of Lakeland Electric, Director of Water Utilities and the Director of Parks and Recreation shall also assist the Planning and Zoning Board with this responsibility, with the Subdivision Review Team reviewing all plats and construction plans on behalf of the directors and advising the directors regarding conformance with all applicable requirements and regulations; and

WHEREAS, Chapter 2025-164, Laws of Florida, takes effect on July 1, 2025, making it necessary for the City Commission to designate an administrative officer or employee of the City of Lakeland to review and approve, approve with conditions, or deny plat and replat submittals on behalf of the City of Lakeland;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:

SECTION 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The City Manager is hereby designated as the administrative authority responsible for issuing a final administrative approval of a plat or replat submittal on behalf of the City of Lakeland.

SECTION 3. The City Manager may designate the Director of Community and Economic Development to act on the City Manager's behalf to approve, approve with conditions or deny plats or replats in coordination with the Director of Public Works, General Manager of Lakeland Electric, Director of Water Utilities and the Director of Parks and Recreation through the City's Subdivision Review Team.

SECTION 4. By September 30, 2025, the Community and Economic Development Department shall initiate amendments to the Land Development Code to ensure consistency with Chapter 2025-164, Laws of Florida.

SECTION 5. If any word, sentence, clause, phrase or provision of this Resolution, for any reason, is held to be unconstitutional, void or invalid, the validity of the remainder of this Resolution shall not be affected thereby.

SECTION 6. This Resolution shall become effective upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 7th day of July, A.D. 2025.

CITY OF LAKELAND FLORIDA INCORPORATED JAN. 1 1885

H. WILLIAM MUTZ, MAYOR

ATTEST: Heather L. Bradnew for KELLY S. KOOS
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

PALMER C. DAVIS
CITY ATTORNEY

Agenda Item R.1. 4/21/2026

SUBJECT

Approve revised Investment Policy.

DESCRIPTION

The current Investment Policy was approved by the Board on December 17, 2019. The request is for the Board to approve the revisions to this policy that enhance policy language and diversification. The revisions were approved by the Finance and Audit Committee of the Board on April 6, 2026.

RECOMMENDATION

Approve revised Investment Policy.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tanra-Lee Milson, Manager

Comptroller Division

(863)534-6598

POLK
COUNTY

FLORIDA

INVESTMENT POLICY

Prepared by:

Stacy M. Butterfield, CPA
Clerk of the Circuit Court & County Comptroller

Approved:
April 21, 2026

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POLK COUNTY
INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of Polk County, which are under the direct control of the Clerk of the Circuit Court as the County Comptroller for the Board of County Commissioners of Polk County, hereinafter referred to as the County. This Policy does not include any financial assets under the direct control of any of the Constitutional Officers of Polk County. At such time, as the funds under their direct control pass to Polk County, then this policy will be applicable. The Clerk has discretion to manage the investment portfolio and to vary limits on securities as defined in this policy but within the limits of Florida Statutes.

The Policy was adopted using Florida Statutes Section 218.415 as a guideline. Bond proceeds may be further limited or expanded by their respective bond resolutions or covenants and shall not be considered to be in conflict with the Investment Policy.

II. INVESTMENT OBJECTIVES

The following investment objectives will be applied in the management of the county's funds. By using an active portfolio management philosophy, rather than a "buy and hold" philosophy, portfolio yield will be enhanced without any appreciable increase in risk.

A. **SAFETY OF CAPITAL -** Safety of capital is regarded as the highest priority in the handling of investments for the County. All other investment objectives are secondary to the safety of capital. Each investment transaction shall seek to first insure that capital losses are avoided, whether they be from securities defaults or erosion of market value.

B. **LIQUIDITY -** The County's investment strategy will provide sufficient liquidity such that cash flow requirements are met through the utilization of marketable securities with structured maturities.

C. **YIELD -** In investing public funds, the Clerk will strive to maximize the return on the portfolio but will avoid assuming unreasonable risk.

D. **INTEREST RATE RISK -** It is the policy of the County to manage Interest Rate Risk while pursuing opportunities that are consistent with long term yield optimization. Portfolio decisions regarding Interest Rate Risk will be balanced with the consistent priorities of safety of capital and liquidity followed by probable portfolio yield and forecasted market conditions.

III. STANDARDS OF CARE

A. **PRUDENCE AND ETHICAL STANDARDS -** The "Prudent Person" standard shall be used in the management of the overall investment portfolio. The prudent person standard is herewith understood to mean the following: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Authorized persons in accordance to section IV. B., performing the investment functions, acting as a "Prudent Person" in accordance with these written policies and procedures, exercising due diligence and investing in investments authorized by law, shall be relieved of personal responsibility, for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion, as described in the internal control section of this policy, and appropriate action is taken to mitigate adverse developments.

B. **INVESTMENT AUTHORITY -** Responsibility for the administration of the investment program is vested in the Clerk of the Circuit Court (Clerk), as provided in Section 28.33, F.S. The Clerk shall exercise this authority and regulate the administration of the investment program though the Clerk's Office, including the utilization of an Investment Manager and other internal positions as the Clerk deems appropriate. If at any time the Investment Manager is unavailable, a person from the list in the Internal Controls (Section IV.B.) shall be designated to execute the investment function as stated in the Internal Controls section of the policy.

C. **ETHICS AND CONFLICTS OF INTEREST -** The Clerk and Clerk employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The above mentioned shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment related officers and personnel shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

IV. SAFEKEEPING AND CUSTODY

A. AUTHORIZED INVESTMENT INSTITUTIONS AND BROKER/DEALERS -
Documented lists of the authorized financial institutions and dealers/broker will be developed and maintained by the Investment Manager and approved by the Clerk. Brokers/dealers will consist of banks, regional firms, and other recognized firms in the general securities business.

Evaluation criteria will include:

1. The institutional and broker qualification as they relate to both general and specific product knowledge;

2. The technical support capabilities as well as the operations efficiency of the organization;

3. The ability to provide value added services;

4. Pricing competitiveness based on the ability of the dealer to support both the "bid" and "ask" side of various securities market instruments;

5. The financial strengths and security of the company; and

6. Have a minimum capital of $10 million.

Before engaging in investment transactions with a financial institution or broker/dealer, the Investment Manager will have received from said broker/dealer a signed Investment Certification Form (Attachment A) attesting that the individual is responsible for the County's account, has reviewed the County's Investment Policy and that they agree to undertake reasonable efforts to preclude imprudent transactions involving the County's funds.

Time, practicality, and general business constrains limit the number of quality investment relationships which can be managed on a regular basis. In most cases, normal investment activity will be limited to a small group of relationships. In all cases, investment relationships will consist of a minimum of 4 institutions.

Review of FINRA's (Financial Industry Regulation Authority) Central Registration Depository (CRD®) for information on approved financial institutions and/or dealers/brokers will be completed on an annual basis. Financial institutions and/or dealers/brokers may be removed at any time for violations or if sanctions are imposed by a regulatory agency or government.

If at any time the Clerk is appropriately notified of any threat to the integrity of the investment portfolio, proper security measures may be suggested and implemented, and the Clerk shall have the option to further restrict investment in selected instruments, to conform to the then-present market conditions.

Repurchase Agreements will be conducted through, and negotiated only with Qualified Public Depository financial institutions and primary securities brokers/dealers. A written Master Repurchase Agreement will be negotiated with any institution with which the County, through the Clerk, enters into a specific repurchase agreement.

B. **INTERNAL CONTROLS -**The Clerk shall exercise and monitor a set of internal controls to be conducted through the Investment Manager, which said controls are designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. Such internal controls shall consist of the following:

1. The Clerk is authorized to accept, on behalf of and in the name of The Polk County BOCC, bank trust receipts and/or confirmations as evidence of actual delivery of the obligation or securities in return for investment of funds.

   Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of The Polk County Board of County Commissioners.

2. Written documentation and/or confirmation of telephone transactions and wire transfers will be maintained.

3. There will be adequate separation of duties with clear delegation of authority among investment personnel.

4. Investment review and performance reporting, interim and annual, shall be performed by the Investment Manager and reviewed by the Clerk.

5. The Investment Manager will promptly notify the Clerk or Comptroller Division Director of any threat to the safety of the Portfolio and proper security measures will be suggested and implemented to conform to market conditions.

6. There will be no physical delivery of securities, except Certificates of Deposit which will be maintained in a safe in the Department of Finance and Accounting.

7. There will be prohibition of collusion.

8. Custodial/Safekeeping shall be utilized. Monthly custodial/safekeeping account statements shall be maintained.

9. Transaction confirmations will be received from the financial institution or securities dealer awarded the investment and maintained as investment documentation.

10. Periodic training and educational opportunities will be provided and made available concerning investments and related subjects for appropriate personnel, in accordance with F.S. 218.415.

11. Investment activity will be performed by the Investment Manager and subsequently approved by the Clerk. In the absence of the Investment Manager, Comptroller Division Director, the Chief Accountant responsible for overseeing investment record keeping, or other designee will perform the investment activity and obtain approval of the Clerk.

12. Additional controls will be established in written policies and procedures by the Clerk, as needed.

13. The internal controls for investments will be reviewed by the County's independent auditors as part of the County's annual financial audit.

14. All securities purchased or sold will be transferred only under the "Delivery Versus Payment" method to ensure that funds or securities are not released until all criteria relating to the specific transaction are met.

C. SAFEKEEPING OF MONIES AND SECURITIES - Collateral for public deposits is controlled by the State of Florida though Chapter 280 of the Florida Statues. The County shall not be under any obligation to secure additional collateral beyond the provision set forth in Chapter 280, except in the case of Repurchase Agreements. Collateral requirements for Repurchase Agreements will be contained in the Master Repurchase Agreement, executed between the County and the broker/dealer or bank.

All investment securities purchased, except Certificates of Deposits, shall be held

in safekeeping at an institution designated by the Clerk and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by those designated in the internal control section of this policy. The institution shall issue a safekeeping receipt to the Clerk's Office listing the specific instrument, par value, rate, maturity and any other pertinent information. In addition, the safekeeping institution shall monthly send a report listing all securities held in the County's safekeeping account which shall be verified by the Clerk's office.

V. SUITABLE AND AUTHORIZED INVESTMENTS

The county shall limit investments to:

A. Negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, and which carry the full faith and credit of, the United States Government and its agencies. Investments in this category would include but not be limited to the following: United States Treasury Bills, Notes, Strips and Bonds, and securities issued by the Government National Mortgage Association (Ginnie Mae), Federal Financing Bank (FFB) and Federal Housing Administration (FHA).

B. Fully collateralized United States Agency obligations otherwise known as Government Sponsored Enterprises (GSEs) which carry an implied guarantee and the implied full faith and credit of the United States Government. Investments in this category would include but not be limited to the following: obligations of the Federal Farm Credit Bank (FFCB), Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Tennessee Valley Authority (TVA), Financial Assistance Corporation and Federal Agriculture Mortgage Corporation (Farmer Mac) and the Federal National Mortgage Association (FNMA).

C. Permitted investments in the above listed agencies and instrumentalities shall include bonds, debentures, notes or other evidence of indebtedness issued including mortgage pass-throughs, collateralized mortgage obligations, adjustable rate securities (such as step-ups and floating rate notes) and adjustable rate mortgages (ARMs).

D. Banker's Acceptances which are issued by a domestic bank which has the top ten rating of at least "Prime-1" and "A" by Moody's Investors Service and "A-1" and "A" by Standard & Poor's Corporation.

E. Commercial Paper rated, at the time of purchase of at least, "Prime-2" by

Moody's and "A-2" by Standard & Poor's.

F. Interest bearing savings accounts, money market accounts, certificates of deposit, money market certificates or time deposits constituting direct obligations of any bank or savings and loan association certified as a Qualified Public Depositary by the State of Florida or Federal Deposit Insurance Corporation.

G. Repurchase Agreements collateralized by securities otherwise authorized in paragraphs A. to E.

H. State of Florida Local Government Surplus Funds Trust Fund (also known as FL Prime or SBA) or any stable value net asset value (NAV) Intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

I. Florida Local Government Investment Trust (FL Trust or FLGIT).

J. Bonds, notes or instruments backed by the full faith and credit of the government of Israel.

K. Municipal Debt General Obligation (GO) Securities and Essential Service Revenue Securities (i.e. water, sewer, gas and power systems) issued by a municipality within the United States, provided that such instrument is rated "A- or equivalent" or better by at least one Nationally Recognized Statistical Rating Organization (NRSRO) at time of purchase.

L. Corporate Debt Securities issued by any corporation within the United States, provided that such instrument is rated "BBB- or equivalent" or better by at least two Nationally Recognized Statistical Rating Organizations (NRSRO's) at time of purchase. Investment in convertible securities is prohibited.

M. Securities and Exchange Commission (SEC) registered Money Market Funds with the highest credit rating (AAAm or equivalent) by either major Nationally Recognized Statistical Rating Organization (NRSRO) and a weighted average maturity (WAM) of assets in the fund shall be sixty (60) days or less.

N. Asset Backed Securities (ABS) limited to traditional consumer receivables, such as, auto, equipment or credit card receivables provided that such instrument is rated A-1/P-1 or equivalent if the final maturity is 13 months or less and AAA or equivalent for longer maturities by at least two Nationally Recognized Statistical Rating Organizations (NRSRO's) at time of purchase.

O. Supranational Securities U.S. dollar denominated debt obligations of a multilateral organization of governments rated AAA or equivalent by at least two Nationally Recognized Statistical Rating Organizations (NRSRO's) at time of purchase.

BID REQUIREMENT

Although in most situations the competitive bid process shall be utilized, there is no obligation to secure competitive bids from all financial institutions and securities dealers on the approved list. Rather a decision may be made by the Investment Manager and/or the Comptroller Division Director as to the institutions that have been the most competitive over the preceding investment bids or by a fair rotation, without exceeding maximum issuer limitations. When purchasing or selling securities, the Investment Manager, or those designated staff, will obtain competitive bids or offerings from at least three dealers, except in situations where:

A. The security involved is a "new original issue" and can be purchased at par prior to issue date, or "at the window" at date of sale;

B. The security involved is available through direct issue or private placement;

C. The security involved is of special interest to the entity and dealer competition could have an adverse impact with respect to the price and availability to the entity.

REPORTING

The Treasury Manager shall generate monthly reports for management purposes. In addition, the Treasury Manager shall submit an annual report, which presents the County's portfolio by type of investment, book value, income earned, and market value as of the report date.

INVESTMENT PARAMETERS

From time to time economic and/or market aberrations may create situations where markets become abnormal and portfolio composition and/or maturity guidelines may become temporarily exceeded. Deviations from the general guidelines in this policy may be granted by the Clerk.

A. LIQUIDITY REQUIREMENTS -To meet the day-to-day operating needs of the County and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately at least two months of anticipated disbursements, excluding bond construction payments made from escrow or trust accounts, will be kept in relatively short-term investments. These

would include State of Florida Local Government Surplus Funds Trust Fund, Discount Notes, Commercial Paper, Certificates of Deposit, Treasury Bills, Money Market Funds or Repurchase Agreements.

B. PORTFOLIO COMPOSITION/RISK AND DIVERSIFICATION

Assets held shall be diversified to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer or bank through which these instruments are bought and sold. The percentage allocation requirements for investment types, issuers and maturities are calculated based on the PAR Value of each investment. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as necessary, by the Clerk of Circuit Court, Comptroller Division Director and Investment Manager. These guidelines may be temporarily amended by the Clerk for specific circumstances and will be reported to the County Manager and the Chairman of the County within five (5) business days and to be reviewed with the Board of County Commissioners at their next scheduled Finance Committee Meeting:

Local Government Investment Pools (Stable NAV)	100%
United States Treasury Bills/Notes/Bonds/Strips	50%
United States Federal Agencies	
Full Faith & Credit (FFC)	25%
Federal Instrumentalities/	
Government Sponsored Enterprises (GSEs)	50%
Collateralized Mortgage Obligations	25%
Mortgage Backed Securities (MBS) Pass Through(s)	25%
Repurchase Agreements	35%
Certificates of Deposit	50%
Florida Local Government Investment Trust (Short-Term Bond Fund)	20%
Banker's Acceptances	20%
Commercial Paper	35%
Israel Bonds	5%
SEC Registered Money Market Funds	50%
Municipal Bonds General Obligation (GO) &	
Essential Service Revenue	25%
Corporate Bonds	35%
Asset Backed Securities (ABS)	35%
Supranationals	25%

C. PERFORMANCE STANDARD - The County seeks to optimize return on investments within the constraints of safety and liquidity. The investment

portfolio shall be designed with the annual objective of comparing a two year average of the Two Year Constant Maturity Treasury (CMT) yield and the total return of the 1-3 Year U.S. Treasury Index on a regular basis.

D. MATURITY GUIDELINES - The County's portfolio should be structured when practicable so that securities mature to meet the County's cash needs, thereby avoiding the need to sell securities prior to maturity.

Generally, no more than 10% of the portfolio will be invested in amortizing securities that have a Weighted Average Life (WAL) exceeding five and one-half (5.5) years.

Generally, non-amortizing, non-adjustable rate securities purchased with maturities exceeding five (5) years should not be more than 25% of the total portfolio and maturities exceeding ten (10) years should not exceed 10% of the total portfolio. Fixed rate securities have the potential for greater interest rate sensitivity. However, in periods when interest rates are forecasted to decrease and/or remain relatively low for extended periods of time, fixed rate securities with longer maturities can be very advantageous for higher portfolio income and greater price appreciation.

Generally, Commercial Paper securities purchased with a rating of "A-2" or "Prime-2" should have maturities not exceeding 90 days and corporates with BBB ratings should have maturities not exceeding 2 years. In times when interest rates are forecasted to increase, shorter maturities and lower rated commercial paper and/or corporate bonds can be very advantageous against rising rates with less price volatility while offering higher relative income to higher rated securities.

Generally, non-amortizing, adjustable rate securities purchased with maturities exceeding five (5) years should not be more than 25% of the total portfolio. These securities purchased with maturities greater than ten (10) years should not be more than 10% of the total portfolio. This security type, depending on the structure, has the potential for less interest rate sensitivity in a rising interest rate environment.

SALE OF SECURITIES

A. From time to time, securities may be traded for other similar securities or sold to improve yield, maturity or credit risk. For these types of transactions, a temporary loss may be incurred for accounting purposes, provided the loss is more than offset by the higher yield. The following are examples of

circumstances considered appropriate for a swap/sale:

1. The yield can be increased.

   Market aberrations are often caused by supply and demand conditions for particular securities. For example, if a short supply exists for a particular maturity range, then it may be advantageous to swap/sell out of the security in a short supply and into another similar security in a different maturity range.

2. The maturity length can be reduced.

   Market aberrations occasionally create a situation where longer maturity securities are yielding the same or less than securities with a shorter maturity. Portfolio quality can be improved by switching from the longer maturity security to the shorter maturity with little or no interest penalty.

3. The quality of the investment can be improved.

   Market aberrations occasionally create a situation where certain higher risk securities yield the same or less than an equivalent lower risk security. Portfolio quality can be improved by switching from the higher risk security to a lower risk security without an interest rate penalty.

B. When invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, such investments may be sold, with prior approval from the Clerk or Comptroller Division Director, at the then-prevailing market price.

C. Credit ratings may fluctuate on municipal or corporate security holdings. Should the credit rating on a security held in the portfolio fall below minimum purchase requirements, the Comptroller Division Director will be notified immediately. A thorough review of the security will be conducted to determine if sale of the security is warranted. If market conditions allow or practicable, a sale will be conducted upon joint decision of the Investment Manager or other designee, Comptroller Division Director and/or Clerk. If market conditions do not allow and/or are not practicable, sole authority to sell a security may be delegated to the Investment Manager or other designee.

   1. Should the credit rating on a security held in the portfolio fall below minimum purchase requirements as a result of a rating agency's general recalibration of how they rate issuers and not due to any material

changes in the underlying fundamentals of the issuer and not as the result of a change in the rating agency's opinion of the credit quality of the affected issuer, a sale of the security will not be required.

D. When portfolio composition guidelines have been exceeded it may become necessary to sell an investment or a portion of an investment to maintain compliance with portfolio composition guidelines. A thorough review of the security will be conducted to evaluate the security's fundamental value and if loss would occur due to sale. Consideration will be given to future portfolio purchases, maturities and the amount of excess above the stated portfolio composition guidelines. Sale of a security or a portion of a security at a loss to meet compliance guidelines will be conducted as a last resort and only upon joint decision or the Investment Manager or other designee, Comptroller Division Director and/or Clerk.

E. Portfolio rebalancing is meant to add economic value to a portfolio under circumstances prevailing during the rebalancing process. This may necessitate the sale of securities at a loss in order to reduce portfolio risk (without a material reduction in portfolio return) or to achieve a greater overall return (without assuming material amounts of additional risk) that could have been obtained if the original position(s) had been held. Portfolio rebalancing should be completed in such a manner as to minimize the amount of realized loss. The effects of investment purchases, maturities and sales should be considered when determining a rebalancing strategy. In recognition that specific investments and markets are dynamic and that relative values can change over time, it is the policy to review and pursue those opportunities that are consistent with long term optimization. It is the policy of the County to manage the investments within the constraints outlined in these policies by regularly re-assessing their analysis and projected performance and by making timely re-allocations.

VI. GLOSSARY OF TERMS

ADJUSTABLE RATE MORTGAGE (ARM): A home loan with an initial fixed-interest period (typically 3, 5, 7, or 10 years) followed by periodic, market-indexed rate adjustments. It offers lower payments compared to fixed-rate loans, making it ideal for buyers planning to sell or refinance before the rate adjusts.

AMORTIZED COST: A financial accounting method that spreads the expense of an asset or liability over its useful life, rather than recognizing it all at once.

AMORTIZING SECURITIES: Fixed income securities such as ABS, ARMs, CMOs, CMBS, and/or MBS that pay down both principal and interest over their life rather than a lump sum at maturity. They are more likely to provide consistent, predictable cash flows over time.

ASK: The price at which securities are offered for sale.

ASSET BACKED SECURITY (ABS): A financial security collateralized by income generating assets such as loans, leases, or receivables against assets other than real estate and mortgage backed securities. Created through securitization, offering investors higher yields and diversification compared to corporate bonds, and often featuring enhanced protections through bankruptcy remoteness in case the sponsor goes bankrupt, cash reserve accounts, over-collateralization, excess spread through greater interest generated by underlying loans than paid to investors, and subordination of tranches that provide lower tranches absorb losses first.

BANKERS' ACCEPTANCE: A short-term debt instrument issued by a company that is guaranteed by a commercial bank. Banker's Acceptances are issued as part of a commercial transaction. These instruments are similar to T-Bills, are frequently used in money market funds, and are traded at a discount from face value on the secondary market, which can be an advantage because the banker's acceptance does not need to be held until it matures.

BID: The indicated price at which a buyer is willing to purchase a security.

BOND: A fixed income financial instrument representing a loan made by an investor to a borrower (typically corporate or governmental). In most instances, it acts as a legal contract where the issuer agrees to pay regular interest payments and return the principal amount at maturity.

BOOK VALUE: The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity and interest rate evidenced by a certificate.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZATION: Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMOs): Mortgage-backed securities that pool mortgages into tranches based on risk, maturity, and interest rate, providing tailored cash flows for investors. These tranches allow for custom risk management and greater cash flow predictability compared to the pass-through structure of a mortgage-backed security.

COMMERCIAL PAPER: An unsecured, short-term debt instrument issued by a corporation typically for the financing of accounts receivable, inventories, and meeting short-term liabilities. Maturities on commercial paper rarely range any longer than 270 days. Commercial paper is usually issued at a discount from face value and reflects prevailing market interest rates.

COMMERCIAL MORTGAGE-BACKED SECURITIES (CMBS): A type of mortgage-backed security that is secured by mortgages on commercial properties, instead of residential real estate. The underlying loans that get securitized into CMBS include loans for properties such as apartment complexes, buildings, factories, hotels, office buildings, healthcare facilities, shopping malls, and capital equipment. Issuers can include government agencies, commercial banks, insurance companies, and brokerage firms.

CONSTANT MATURITY TREASURY (CMT): Daily, interpolated, theoretical yields for U.S. Treasury securities with standardized maturities (i.e., 1, 2, 5, 10 years) derived from the Treasury yield curve.

CORPORATE BOND: A debt security issued by a corporation and sold to investors. The backing for the bond is usually the payment ability of the company, which is typically money to be earned from future operations.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of principal and/or interest on a security.

CUSTODY: A service to customers rendered by banks for a fee whereby financial assets (cash, stocks, bonds, & alternatives) are held on behalf of clients and separated from the bank's own balance sheet for protection. Thus, shielded from creditors should the custodian bank become insolvent. Custodians are responsible for safe storage, transaction settlement, income collection, and corporate actions.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A debt instrument issued to raise capital backed only by the issuer's general creditworthiness rather than specific collateral or assets.

DELIVERY VERSUS PAYMENT (DVP): A securities industry settlement procedure in which the buyer's payment for securities is due at the time of delivery. DVP is a settlement system that stipulates that cash payment must be made prior to or simultaneously with the delivery of the security.

DISCOUNT NOTES: A money market security, such as a Treasury Bill or commercial paper, that is issued at a discount but that matures at face value. The only income received by the investor is the difference between the price paid and the proceeds received at maturity or the sale of the security.

DIVERSIFICATION: A risk management technique that mixes a wide variety of investments within a portfolio to smooth out unsystematic risk events to allow the positive performance of some investments to neutralize the negative performance of others. The rationale behind this technique contends that a portfolio of different kinds of investments will, on average, yield higher returns, and pose lower risk than any individual investment found within the portfolio.

ESSENTIAL SERVICE: Industries, utilities, and/or functions that are necessary to maintain health, safety, and welfare of the public and the basic functioning of society. These services are considered indispensable, and their disruption would cause severe, widespread, and immediate threats to life or community safety.

FEDERAL AGENCY: A government agency or corporation that acts independently in carrying out work for the public good. Agencies may exist and operate at the federal, state, or municipal levels. The legal groundwork for agencies is based on the Necessary and Proper Clause of the U.S. Constitution (Article 1, Section 8), which precludes federal and state governments from taxing either's governmental operation. Agency also provides for the backing of governmental agency obligations based on the full faith and credit of the federal government.

FEDERAL AGRICULTURAL MORTGAGE CORPORATION (FMCA / FARMER MAC): Government sponsored enterprise whose mission is to increase the accessibility of financing to provide vital liquidity for American agriculture and rural infrastructure.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency established in 1933 that insures bank deposits, currently up to $250,000 per depositor, per insured bank, for each account ownership category.

FEDERAL FARM CREDIT BANK (FFCB): A funding corporation issues debt securities as fiscal agent for the Farm Credit System, which is a nationwide network of borrower-owned lending institutions and service organizations specializing in agricultural and rural America. The mission of this government sponsored enterprise is to ensure the availability of sound, dependable funding for agricultural producers, cooperatives, and certain farm related businesses.

FEDERAL FINANCING BANK (FFB): In 1973, congress created the FFB as a government corporation and an instrumentality of the United States under the general supervision and direction of the Secretary of the Treasury. It provides financing to help Federal agencies manage their borrowing and lending programs, and to ensure that all Federal Government borrowing from the public is conducted through the Treasury and not through program agencies. It has the authority to purchase any obligation issued, sold, or guaranteed by a Federal agency.

FEDERAL HOME LOAN BANK (FHLB): Government sponsored wholesale banks (currently twelve [12] regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions, and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC / FREDDIE MAC): Government sponsored enterprise that provides liquidity to the mortgage markets, much like FHLB and FNMA.

FEDERAL HOUSING ADMINISTRATION (FHA): A federally sponsored agency that insures lenders against loss on residential mortgages. Founded in 1934, it was the forerunner of a group of government agencies responsible for the growing secondary market for mortgages.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA / FANNIE MAE): Chartered by congress in 1938, it neither originates mortgage loans nor lend money directly to borrowers. As a leading source of financing for mortgages in the U.S. Fannie Mae purchases mortgages from lenders and helps facilitate the flow of capital into the housing market by issuing and guaranteeing mortgage-related securities. FNMA and FHLMC were placed into conservatorship upon the consent of each board of directors on September 6, 2008.

FINANCIAL ASSISTANCE CORPORATION: Provides funding, loans, and grants for affordable housing, community development, and specialized services.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

FLOATING RATE NOTE (FRN): A debt instrument with variable coupons that reset periodically based on a benchmark plus a fixed spread.

FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST (FLGIT | FL TRUST): A Local Government Investment Pool (LGIP) developed through the joint efforts of the Florida Association of Court Clerks and Comptrollers (FACC) and the Florida Association of Counties (FAC). Organized on December 12, 1991, The Florida Trust is designed to complement existing investment programs by providing investment vehicles for funds that can be invested in short to intermediate-term securities and have returns generally greater than the national average for money market instruments. The Florida Trust offers two open-ended, professionally managed funds available only to public entities in Florida.

FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (FLORIDA PRIME [SBA]): An SEC 2a-7 like pool that aggregates funds from political subdivisions that are placed in the custody of the State Board of Administration for investment and reinvestment. The pool uses amortized cost reported at a stable Net Asset Value (NAV), typically $1.00 per share.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA/GINNIE MAE): Created and established in 1968 as a spinoff from FNMA, GNMAs are insured or guaranteed by the FHA. The main focus of Ginnie Mae is to ensure sustainable, affordable, and liquid financing for federal housing programs for U.S. Government insured mortgages, including those issued by the Veterans Administration (VA), the Rural Housing Administration (RHA), and HUD's Public and Indian Housing (PIH) by linking mortgage lenders with global capital markets.

GOVERNMENT SPONSORED ENTERPRISES (GSEs): A member of a group of financial services corporations created by the congress. Their function is to enhance the flow of credit to targeted sectors of the economy and to make those segments of the capital market more efficient and transparent. A GSE benefits from an implicit federal guarantee to enhance its ability to borrow money.

INTERNAL CONTROLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

ISRAEL BONDS: Debt securities issued by the State of Israel to raise capital for national economic development, infrastructure projects, and, at times, to support the state during crises. They function as loans to the Israeli government.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be executed at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): An investment fund that operates similar to a money market mutual fund for the exclusive benefit of public entities. LGIPs are not registered with the Securities and Exchange Commission (SEC) and are exempt from SEC regulatory requirements because they fall under a governmental exclusion clause. Most LGIPs emulate SEC rule 2a-7 with the objectives of safety and liquidity. Thus, maintaining a stable Net Asset Value (NAV). There are some that additionally emphasize return as an investment objective and whose NAVs may fluctuate due to market risk. Changes in interest rates have greater influence on Floating NAV funds and may be appropriate for longer-term investment horizons.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and trade.

MONEY MARKET MUTUAL FUND: A fund that invests solely in money market instruments (short-term debt instruments, such as Treasury Bills, commercial paper, bankers' acceptances, repos, and federal funds).

MORTGAGE-BACKED SECURITY (MBS): A debt instrument with a pool of real estate loans as the underlying collateral. The mortgage payments of the individual real estate assets are used to pay principal and interest on the bonds.

MUNICIPAL BONDS (MUNIS): Debt instruments issued by state and local governments to finance capital expenditures, including construction of essential service infrastructure, schools, and highways, etc.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A credit rating agency that issues ratings that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes. Examples include Standard & Poor's (S&P), Moody's, and Fitch among others.

PAR VALUE: Face value or principal value of a bond, typically at $1,000 per bond that the issuer promises to repay the bondholder at maturity. It serves as the basis for calculating interest (coupon) payments.

PORTFOLIO: Collection of securities held by an investor.

QUALIFIED PUBLIC DEPOSITORY (QPD): A bank or savings association that has a branch authorized to receive deposits in Florida, has FDIC deposit insurance, meets the requirements of Chapter 280, F.S., has been designated by the Florida Department of Treasury as a QPD, and pledges assets administered by the Bureau of Collateral Management to guarantee public deposits.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement and the terms of the agreement are structured to compensate him for this. Dealers use REPO extensively to finance their positions. Exception: When the Fed is said to be doing Repo, it is lending money, that is, increasing bank reserves.

SECURITIES AND EXCHANGE COMMISSION (SEC): An independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets, and facilitating capital formation. It was created by congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent, and manipulative practices in the markets, and monitors corporate takeover actions in the United States.

SUPRANATIONAL BOND: A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Supranational debt refers to bonds issued by international organizations, often multinational or quasi-government organizations, with the purpose of promoting economic development for their member countries. Examples include World Bank and Asian Development Bank.

TENNESSEE VALLEY AUTHORITY (TVA): A federally owned corporation not authorized to issue stock. Additionally, the TVA does not receive any federal funding. Instead, it finances its operations through the sale of TVA bonds and through the sale of energy.

TREASURY BILLS: Zero-coupon bonds that mature in one year or less. They are bought at a discount of the par value and instead of paying a coupon interest, are eventually redeemed at the par value to create a positive yield to maturity.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten (10) years.

TREASURY NOTES: Medium-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of at least two (2) years and no more than ten (10) years.

TREASURY STRIPS (SEPARATE TRADING OF REGISTERED INTEREST AND PRINCIPAL OF SECURITIES): Fixed income securities created by separating the individual interest and principal components of U.S. Treasury bonds and notes. These are zero-coupon instruments.

WEIGHTED AVERAGE MATURITY (WAM): A dollar-weighted average time until the securities in a fixed income portfolio mature. It is used to evaluate the maturity profile of debt portfolios and their potential sensitivity to interest rate changes.

WEIGHTED AVERAGE LIFE (WAL): The average time (usually in years) it takes for every dollar of unpaid principal on an amortizing bond to be repaid. It represents repayment behavior expectations. Specifically, the amount and timing of expected future principal cash flows. It is used to evaluate the principal cash flow profile of debt portfolios and their potential sensitivity to interest rate changes.

YIELD: The earnings generated and realized on an investment over a particular period of time. It is expressed as a percentage based on the invested amount, current market value, or face value of the security.

YIELD TO MATURITY: The total annualized internal rate of return anticipated on a bond if held until maturity, accounting for purchased price, face value, coupon rate, and time to maturity assuming all payments are made on time and reinvested at the same rate.

ZERO-COUPON BOND: Bonds bought at a discount to their face value, providing a lump-sum payment at maturity without making periodic interest payments.

Agenda Item R.2. 4/21/2026

SUBJECT

Appoint property custodian for the office of Utilities/Operations/Utility Systems-Asset Management.

DESCRIPTION

Appoint Nathan Lee Silveira as property custodian for the office of Utilities/Operations/Utility Systems -Asset Management.

RECOMMENDATION

Approve appointment.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

APPOINTMENT OF PROPERTY CUSTODIAN

The Polk County Board of County Commissioners does hereby appoint Nathan Lee Silveira (custodian), employee # 25399, employee email address nathansilveira@polkfl.gov, who is employed by me in the capacity of Utilities Asset Manager (title) as Deputy Custodian of all County owned tangible personal property assigned to or purchased for the office of Utilities / Operations/ Utility Systems - Asset Management (dept/div/section).

This appointment authorizes the Deputy Custodian to receive property in my name, execute such receipts as may be required by the Board of County Commissioners of Polk County and account for such County owned property as may be required by the Board of County Commissioners.

This appointment is for the express purpose of administrative conveniences in the accountability of property and does not purport to relieve the undersigned of the responsibilities and accountability for such county owned property as may be purchased for or assigned to the office I now hold.

This appointment hereby cancels the authorization of the previously appointed custodian to receive property in my name and execute receipts as may be required by the Board of County Commissioners.

Nathan Silveira Nathan Silveira
Custodian's signature

Tamara Richardson Tamara Richards
Division Director/Elected Official signature

Approved this _____ day of _____, 20_____.

_____
Chairman, Board of County Commissioners

Agenda Item R.3. 4/21/2026

SUBJECT

Appoint property custodian for the office of Parks and Natural Resource/Polk County History Center.

DESCRIPTION

Appoint Cloe Medrano as property custodian for the office of Parks and Natural Resources/Polk County History Center.

RECOMMENDATION

Approve appointment.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

APPOINTMENT OF PROPERTY CUSTODIAN

The Polk County Board of County Commissioners does hereby appoint Cloe Medrano (custodian), employee # 40934, employee email address CloeMedrano@polkfl.gov, who is employed by me in the capacity of Registrar (title) as Deputy Custodian of all County owned tangible personal property assigned to or purchased for the office of Parks and Natural Resources / Polk County History Center (dept/div/section).

This appointment authorizes the Deputy Custodian to receive property in my name, execute such receipts as may be required by the Board of County Commissioners of Polk County and account for such County owned property as may be required by the Board of County Commissioners.

This appointment is for the express purpose of administrative conveniences in the accountability of property and does not purport to relieve the undersigned of the responsibilities and accountability for such county owned property as may be purchased for or assigned to the office I now hold.

This appointment hereby cancels the authorization of the previously appointed custodian to receive property in my name and execute receipts as may be required by the Board of County Commissioners.

Cloe A Medrano
Custodian's signature

Division Director/Elected Official signature

Approved this _____ day of _____, 20_____.

Chairman, Board of County Commissioners

Agenda Item R.4. 4/21/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2239.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2239 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Click or tap here to enter text.

FISCAL IMPACT

Approve removal of equipment as listed on Blanket Removal Form 2239.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2239

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____ *Approved By* _____
Fixed Asset Accounting Office of Clerk Auditor *Chairman of the Board of County Commissioners*

BoCC Approval Date: **4/21/2026**

Property # **59556** ***Asset #*** **103758**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 012344714457 ***Date Rec'd.*** 12/7/2021 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59619** ***Asset #*** **104200**
Item: COMPUTER, LAPTOP DELL XPS 15
Serial # GCVSMN3 ***Date Rec'd.*** 6/6/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59824** ***Asset #*** **104733**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 012389523157 ***Date Rec'd.*** 8/18/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59833** ***Asset #*** **104742**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 002389623157 ***Date Rec'd.*** 8/18/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59997** ***Asset #*** **106055**
Item: PLOTTER HP DESIGNJET
Serial # CN234GK00F ***Date Rec'd.*** 2/14/2023 ***Cost*** $6,475.46
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **61458** ***Asset #*** **107537**
Item: LOCATOR, PIPE & CABLE SCHONSTEDT 92XTD
Serial # 445372 ***Date Rec'd.*** 3/6/2024 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992590** ***Asset #*** **42050**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1802 ***Date Rec'd.*** 9/4/2006 ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000272003** ***Asset #*** **50771**
Item: DESK, EXECUTIVE
Serial # ***Date Rec'd.*** 11/5/1990 ***Cost*** $1,642.75
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **60054703** ***Asset #*** **52634**
Item: TRUCK, DUMP CATERPILLAR 740
Serial # B1P00263 ***Date Rec'd.*** 7/26/2005 ***Cost*** $686,689.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002170374** ***Asset #*** **56280**
Item: JACK, TRANSMISSION TRANSMISSION
Serial # 4314 ***Date Rec'd.*** 11/16/1987 ***Cost*** $1,425.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000011590** *Asset #* **56354**
Item: TYPEWRITER IBM WHEELWRITER 30
Serial # 110096272 *Date Rec'd.* 3/27/1989 *Cost* $1,003.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000040130** *Asset #* **58826**
Item: OPENER, ENVELOPE OMATION 206
Serial # B-9129/256 *Date Rec'd.* 8/24/1999 *Cost* $6,600.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0002992265** *Asset #* **59005**
Item: RADIO, 800 MHZ MOBILE MOTOROLA XLT5000
Serial # 500CGF3076 *Date Rec'd.* 4/2/2006 *Cost* $3,225.30
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000005851** *Asset #* **59311**
Item: RADIO, UHF MOTOROLA MCS2000
Serial # 623CFT0524 *Date Rec'd.* 9/28/2005 *Cost* $1,205.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992336** *Asset #* **61796**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1725 *Date Rec'd.* 8/13/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992364** *Asset #* **61824**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1580 *Date Rec'd.* 8/14/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992393** *Asset #* **61853**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1624 *Date Rec'd.* 8/14/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992410** *Asset #* **61870**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1559 *Date Rec'd.* 8/15/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992445** *Asset #* **61905**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CPG1524 *Date Rec'd.* 8/15/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992450** *Asset #* **61910**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1531 *Date Rec'd.* 8/16/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992471** *Asset #* **61931**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1767 *Date Rec'd.* 8/16/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992484** *Asset #* **61944**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1662 *Date Rec'd.* 8/21/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992499** *Asset #* **61959**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1667 — *Date Rec'd.* 8/22/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992510** *Asset #* **61970**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1541 — *Date Rec'd.* 8/22/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992513** *Asset #* **61973**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1676 — *Date Rec'd.* 8/22/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992516** *Asset #* **61976**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1544 — *Date Rec'd.* 8/22/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992529** *Asset #* **61989**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1683 — *Date Rec'd.* 8/23/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992559** *Asset #* **62019**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1600 — *Date Rec'd.* 9/1/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992570** *Asset #* **62030**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1612 — *Date Rec'd.* 9/1/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992588** *Asset #* **62048**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1797 — *Date Rec'd.* 9/4/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992595** *Asset #* **62055**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1798 — *Date Rec'd.* 9/4/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992603** *Asset #* **62063**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1856 — *Date Rec'd.* 9/5/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992614** *Asset #* **62074**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1844 — *Date Rec'd.* 9/5/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992640** *Asset #* **62100**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1918 — *Date Rec'd.* 9/7/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992661** *Asset #* **62121**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1809 — *Date Rec'd.* 9/17/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992670** *Asset #* **62130**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1897 — *Date Rec'd.* 9/17/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992695** *Asset #* **62155**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1830 — *Date Rec'd.* 9/21/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992698** *Asset #* **62158**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1823 — *Date Rec'd.* 9/21/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60075501** *Asset #* **66892**
Item: FORK LIFT — YALE — GC050VX
Serial # 48556500 — *Date Rec'd.* 5/29/2007 — *Cost* $18,537.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **50331** *Asset #* **67254**
Item: CLEANER, DRAIN — GENERAL WIRE — SPEEDROOTER P-S91-E
Serial # — *Date Rec'd.* 10/5/2006 — *Cost* $1,450.00
Reason for Request: MISSING THREE YEARS OR MORE

Property # **N0002992854** *Asset #* **68539**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CHR0855 — *Date Rec'd.* 9/30/2007 — *Cost* $3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992864** *Asset #* **68549**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CHR0876 — *Date Rec'd.* 9/30/2007 — *Cost* $3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992873** *Asset #* **68558**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CHR0859 — *Date Rec'd.* 10/1/2007 — *Cost* $3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002993023** *Asset #* **69214**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CJM2489 — *Date Rec'd.* 7/22/2008 — *Cost* $3,313.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51314** *Asset #* **69431**
Item: ICE MACHINE — HOSHIZAKI — AM - 50BAE-AD
Serial # T03370F — *Date Rec'd.* 9/23/2008 — *Cost* $1,575.35
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **31092801** *Asset #* **69735**
Item: VAN, CARGO — FORD — ECONOLINE
Serial # 1FCLE49L890A25723 — *Date Rec'd.* 10/29/2008 — *Cost* $42,415.36
Reason for Request: TO BE SOLD AT AUCTION

Property # **51444** *Asset #* **69826**
Item: ANTENNA MSAT
Serial # *Date Rec'd.* 11/13/2008 *Cost* $2,990.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **80080003** *Asset #* **70264**
Item: MOWER, BOOM ALAMO SAMURAI
Serial # 00007 *Date Rec'd.* 6/14/2009 *Cost* $1,363.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002994536** *Asset #* **72683**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1698 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994539** *Asset #* **72686**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1701 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994553** *Asset #* **72700**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1715 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994565** *Asset #* **72712**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1727 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994566** *Asset #* **72713**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1728 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994573** *Asset #* **72720**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1735 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994588** *Asset #* **72735**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1750 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994589** *Asset #* **72736**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1751 *Date Rec'd.* 3/20/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994710** *Asset #* **72857**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1892 *Date Rec'd.* 3/21/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994735** *Asset #* **72882**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL 2500
Serial # 514CLF1917 *Date Rec'd.* 3/21/2010 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994836** *Asset #* **73162**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1689 — *Date Rec'd.* 5/19/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994880** *Asset #* **73307**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1693 — *Date Rec'd.* 6/2/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994899** *Asset #* **73326**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1752 — *Date Rec'd.* 6/2/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994950** *Asset #* **73494**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1803 — *Date Rec'd.* 6/10/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60054704A** *Asset #* **74775**
Item: TRUCK, DUMP — CATERPILLAR — 740
Serial # B1P00264 — *Date Rec'd.* 5/18/2011 — *Cost* $222,460.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **21124405** *Asset #* **75300**
Item: SUV 4X4 — FORD — EXPLORER
Serial # 1FMHK8D83CGA68733 — *Date Rec'd.* 12/1/2011 — *Cost* $28,625.73
Reason for Request: TO BE SOLD AT AUCTION

Property # **53465** *Asset #* **79070**
Item: SCANNER — CANON — DR-G1100
Serial # GG300430 — *Date Rec'd.* 3/19/2013 — *Cost* $4,515.55
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **21144039** *Asset #* **88692**
Item: TRUCK, PICKUP 4X4 — FORD — F150
Serial # 1FTFX1EF2EKD94458 — *Date Rec'd.* 4/14/2014 — *Cost* $23,582.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **21153430** *Asset #* **88884**
Item: TRUCK, PICKUP 4X4 — FORD — F250
Serial # 1FTBF2B61FEA83146 — *Date Rec'd.* 7/28/2014 — *Cost* $21,849.37
Reason for Request: TO BE SOLD AT AUCTION

Property # **21153465** *Asset #* **89055**
Item: TRUCK, UTILITY 4X4 — FORD — F250
Serial # 1FTBF2B62FEB07163 — *Date Rec'd.* 9/17/2014 — *Cost* $28,057.25
Reason for Request: TO BE SOLD AT AUCTION

Property # **54834** *Asset #* **89779**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00534 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **54835** *Asset #* **89780**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00524 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **54836** *Asset #* **89781**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00537 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **54837** *Asset #* **89782**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00508 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **54838** *Asset #* **89783**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00559 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **54839** *Asset #* **89784**
Item: DEFIBRILLATOR — PHILIPS — HEARTSTART FRX
Serial # B15E-00527 — *Date Rec'd.* 5/21/2015 — *Cost* $1,169.49
Reason for Request: TO BE TRADED IN ON NEW EQUIPMENT

Property # **46163509** *Asset #* **94024**
Item: TRUCK, DUMP — FREIGHTLINER — 108SD
Serial # 1FVHG5CY6GHHE4018 — *Date Rec'd.* 9/29/2015 — *Cost* $105,780.33
Reason for Request: TO BE SOLD AT AUCTION

Property # **80150021** *Asset #* **94624**
Item: MOWER, REAR MOUNT — LAND PRIDE — RC3610
Serial # 1011251 — *Date Rec'd.* 4/10/2016 — *Cost* $9,170.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **80150023** *Asset #* **94690**
Item: MOWER, REAR MOUNT — LAND PRIDE — RCF3610
Serial # 1029322 — *Date Rec'd.* 5/10/2016 — *Cost* $9,170.50
Reason for Request: TO BE SOLD AT AUCTION

Property # **31163425** *Asset #* **94709**
Item: TRUCK, UTILITY 4X4 — FORD — F350
Serial # 1FDRF3H65GEB55099 — *Date Rec'd.* 5/11/2016 — *Cost* $48,187.50
Reason for Request: TO BE SOLD AT AUCTION

Property # **31162636** *Asset #* **94794**
Item: TRUCK, UTILITY 4X4 — FORD — F550
Serial # 1FDUF5HY2GEB62292 — *Date Rec'd.* 6/6/2016 — *Cost* $63,729.38
Reason for Request: TO BE SOLD AT AUCTION

Property # **55837** *Asset #* **94940**
Item: JACK, FLOOR — NAPA — 791-6620 10 TON
Serial # 11512000125 — *Date Rec'd.* 8/15/2016 — *Cost* $1,277.30
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **21173951** *Asset #* **94987**
Item: TRUCK, UTILITY 4X2 — FORD — F250
Serial # 1FDBF2A69HEB19519 — *Date Rec'd.* 9/22/2016 — *Cost* $29,161.80
Reason for Request: TO BE SOLD AT AUCTION

Property # **21173313** *Asset #* **95246**
Item: TRUCK, PICKUP 4X4 — FORD — F150
Serial # 1FTEW1EP6HFA88576 — *Date Rec'd.* 1/23/2017 — *Cost* $28,346.37
Reason for Request: TO BE SOLD AT AUCTION

Property # **60178504** *Asset #* **95842**
Item: MOWER — TORO — GROUNDSMASTER 4500 T4
Serial # 400991122 — *Date Rec'd.* 5/23/2017 — *Cost* $60,753.37
Reason for Request: TO BE SOLD AT AUCTION

Property # **60179013** *Asset #* **96157**
Item: TRACTOR, WHEEL — CHALLENGER — MT465E
Serial # B170051 — *Date Rec'd.* 9/27/2017 — *Cost* $149,367.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **57051** *Asset #* **96215**
Item: MICROFILM SCANNER — ST VIEWSCAN — VIEWSCAN III 14MP
Serial # 16193-70724 — *Date Rec'd.* 9/17/2017 — *Cost* $9,934.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **21183358** *Asset #* **97454**
Item: TRUCK, PICKUP 4X4 — FORD — F150
Serial # 1FTEW1EP9JKE95837 — *Date Rec'd.* 7/26/2018 — *Cost* $28,383.82
Reason for Request: TO BE SOLD AT AUCTION

Property # **55777** *Asset #* **98209**
Item: SERVER, IT — HPE — DL380 GEN 10
Serial # 2M284902B2 — *Date Rec'd.* 12/8/2018 — *Cost* $13,769.44
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **21193366** *Asset #* **98237**
Item: TRUCK, PICKUP 4X4 — FORD — F-150
Serial # 1FTEX1EP5KKC42562 — *Date Rec'd.* 1/14/2019 — *Cost* $27,843.76
Reason for Request: TO BE SOLD AT AUCTION

Property # **57612** *Asset #* **98390**
Item: WORKSTATION, COMPUTER — HP — Z4 G4
Serial # MXL90221NC — *Date Rec'd.* 3/26/2019 — *Cost* $2,403.10
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57624** *Asset #* **98707**
Item: TABLET, IT — DELL — LATITUDE 7212
Serial # JV36TG2 — *Date Rec'd.* 5/12/2019 — *Cost* $1,965.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57710** *Asset #* **99454**
Item: SERVER, IT — HPE — DL380
Serial # 2M294907Y6 — *Date Rec'd.* 12/16/2019 — *Cost* $13,555.55
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57711** *Asset #* **99455**
Item: SERVER, IT — HPE — DL380
Serial # 2M294907Y3 — *Date Rec'd.* 12/16/2019 — *Cost* $13,555.55
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57712** *Asset #* **99456**
Item: SERVER, IT — HPE — DL380
Serial # 2M294907Y0 — *Date Rec'd.* 12/16/2019 — *Cost* $13,555.55
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57713** *Asset #* **99457**
Item: SERVER, IT — HPE — DL380
Serial # 2M294907Y2 — *Date Rec'd.* 12/16/2019 — *Cost* $13,555.55
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57764** *Asset #* **99976**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO 7
Serial # *Date Rec'd.* 7/29/2020 *Cost* $1,157.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(95 detail records) **$1,906,767.82**

Agenda Item R.5. 4/21/2026

SUBJECT

Anielys Salgado requests the Board to refund the Level 4 Review fees and waive the Level 4 Review Pre-application fee totaling $4,858.00 for a Future Land Use designation change. (LDCPAS-2026-11 Medulla Rd RL)

DESCRIPTION

Property owner requests the Board to refund the Level 4 Review fees of $4,608.00 ($4,008.00 Application fee + $600.00 Advertising) and waive the Level 4 Review Pre-application fee of $250, totaling $4,858.00, for a Future Land Use designation change from Business Park Center (BPC) to Residential Low (RL) on 5.14 acres.

RECOMMENDATION

Board to approve a refund of the Level 4 Review fees and waive the Level 4 Review Pre-application fee for Anielys Salgado.

FISCAL IMPACT

Refund ($4,008.00 Application fee + $600.00 Advertising + $250 Pre-application fee) totaling $4,858.00.

CONTACT INFORMATION

Chanda Bennett, Comprehensive Planning Administrator

Office of Planning & Development/Land Development

chandabennett@polkfl.gov <mailto:chandabennett@polkfl.gov>
863-534-6484

Fee Waiver Request

Contact Information

Requestor's Name	Anielys Salgado
Contact Phone Number	(863) 328-4020
E-mail Address	anielysrn@gmail.com
BoCC Date Requested	April 21, 2026
Assisting Staff Member	Chanda Bennett
Staff Member Phone Number	863-534-6484

Fee Waiver Information

What type of application for which are you requesting a fee waiver?

Refund for Level 4 Review (Comprehensive Plan Amendment) – application and advertising.
Waiving of the Pre-application Fee

Location and acreage of subject property (i.e., parcel or tax id number, address, etc.)

23-29-08-000000-033040 – The property is located south and west of Medulla Road, east of County Line Road, north of Pipkin Road, and south, west and north of Lakeland, in Section 08, Township 29, Range 23. See attached maps.

Fee waiver justification and back up information

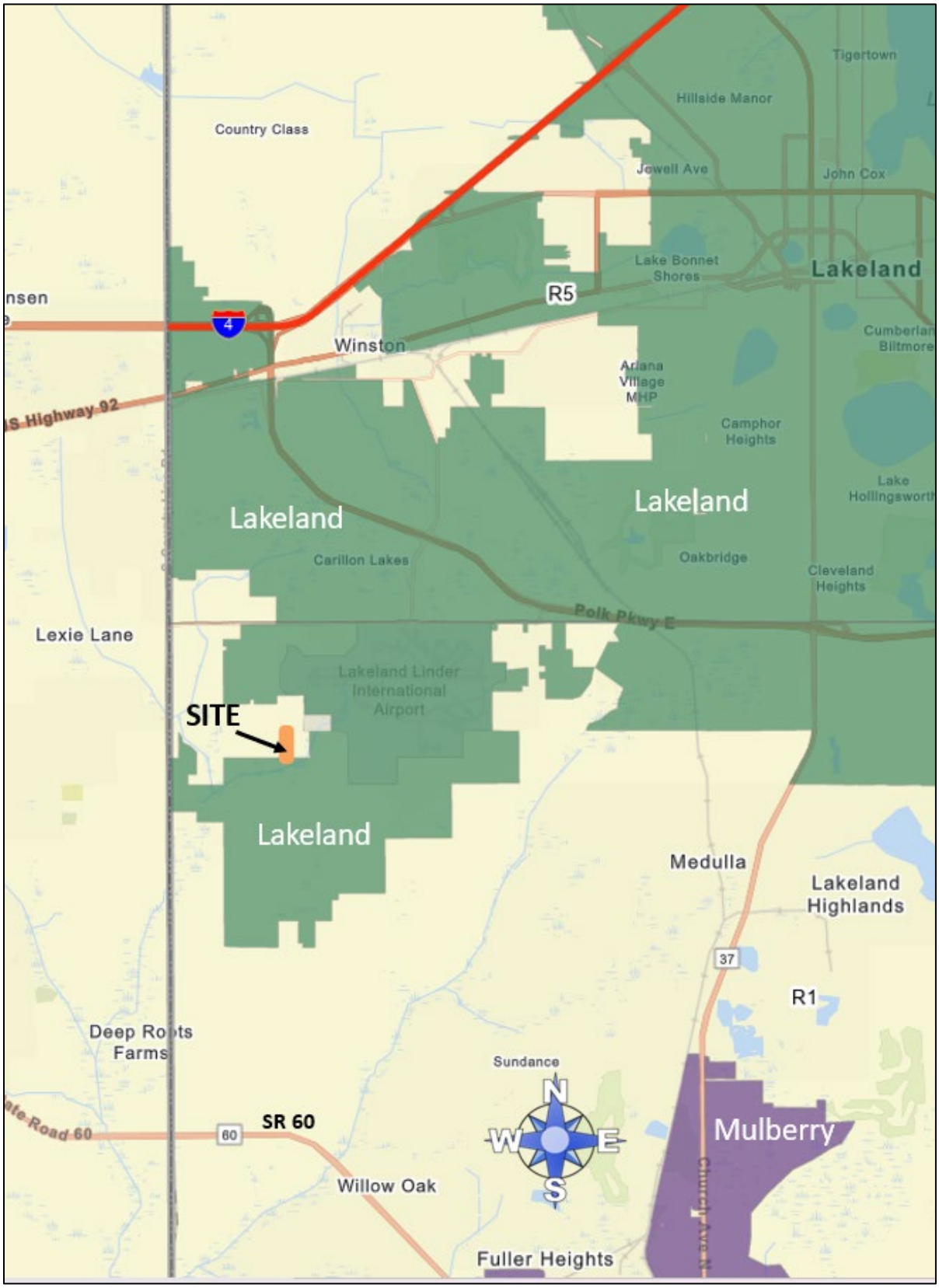
The property owner purchased the property in 2021 knowing it was Business Park Center (BPC). However, in 2023 when she explored the possibility of establishing a small event venue, when was informed by three different staff members based on the data viewer that the property was RL-1. She paid for and received a Road Frontage waiver and hired an architect to design a home and submitted a building permit which is on hold pending this land use change. The Level 4 Review Pre-app and Application have been submitted and will go to hearing on May 6, 2026, before the Planning Commission and the Board on May 19, 2026.

Application fees

Refund for Level 4 Review (Comprehensive Plan Amendment) – $4,008.00 application and $600 advertising.
Waiving of the Pre-application Fee - $250
Total = $4,858

Recommend wording for agenda item

Subject – Anielys Salgado request the Board refund the Level 4 Review application fees and waive the Level 4 Review Pre-application fee for a Future Land Use designation change.
Description – Property owner request to refund the Level 4 Review application and advertising fee ($4608) and waive the Level 4 Review Pre-application fee ($250) totaling $4,858 for a Future Land Use designation change from Business Park Center (BPC) to Residential Low (RL) on 5.14 acres.



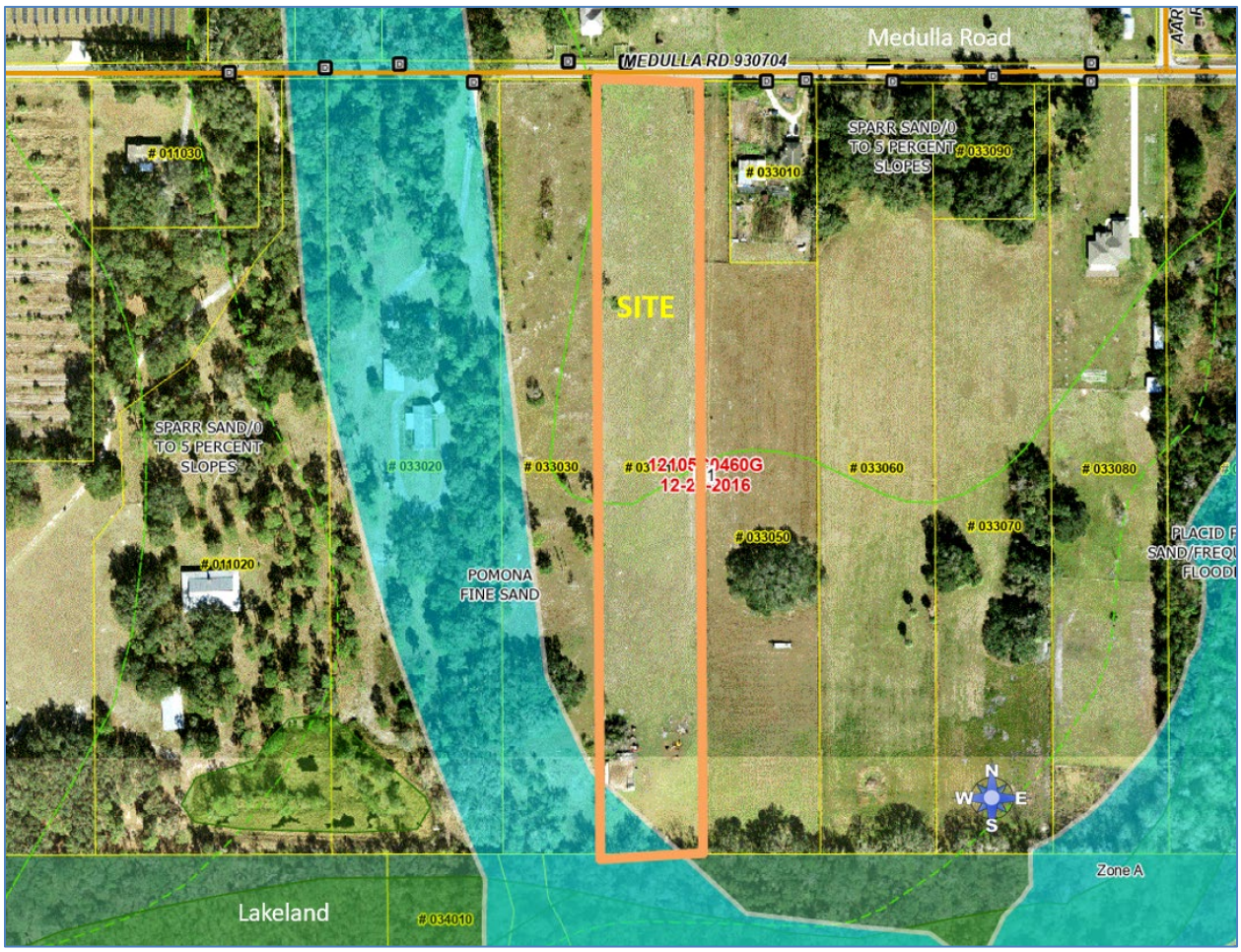
LOCATION MAP

Anielys Salgado Fee Waiver Request
Page **2** of **6**

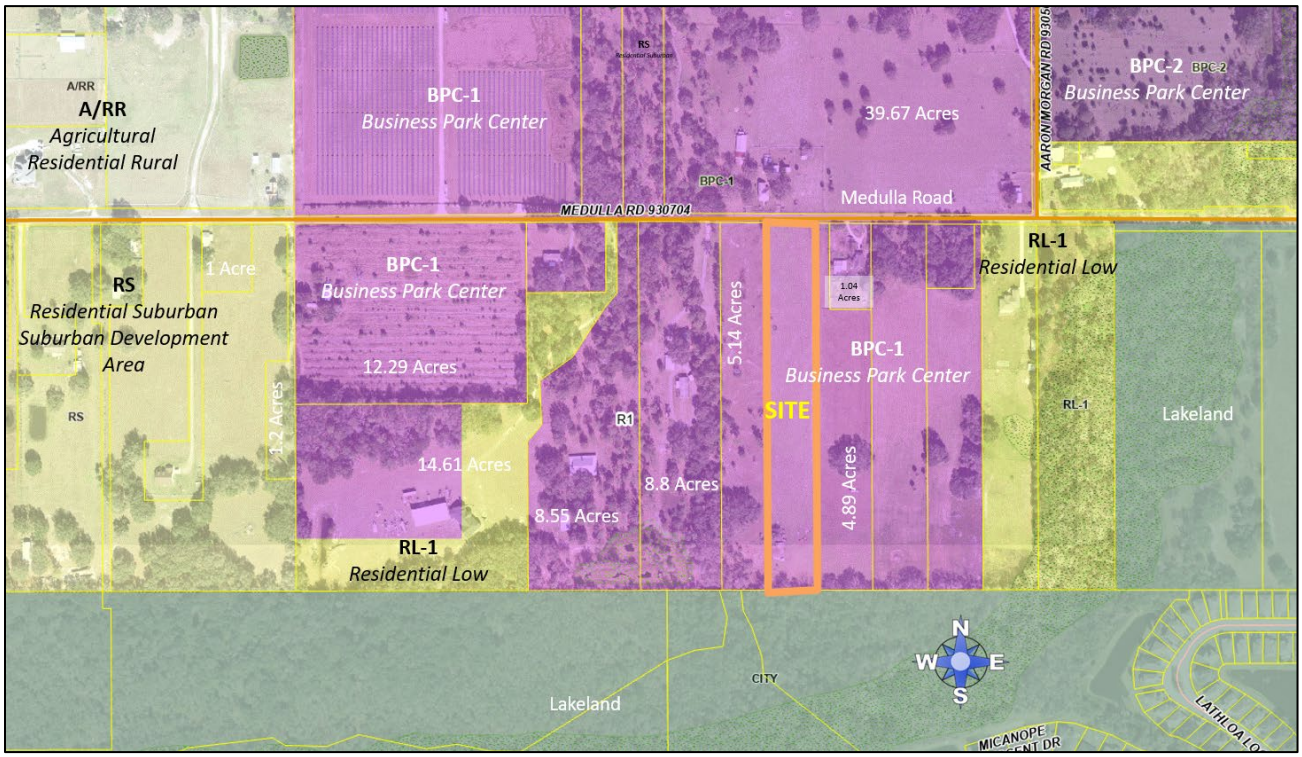
Exhibit 2



AERIAL PHOTOGRAPH
(2023 Context)

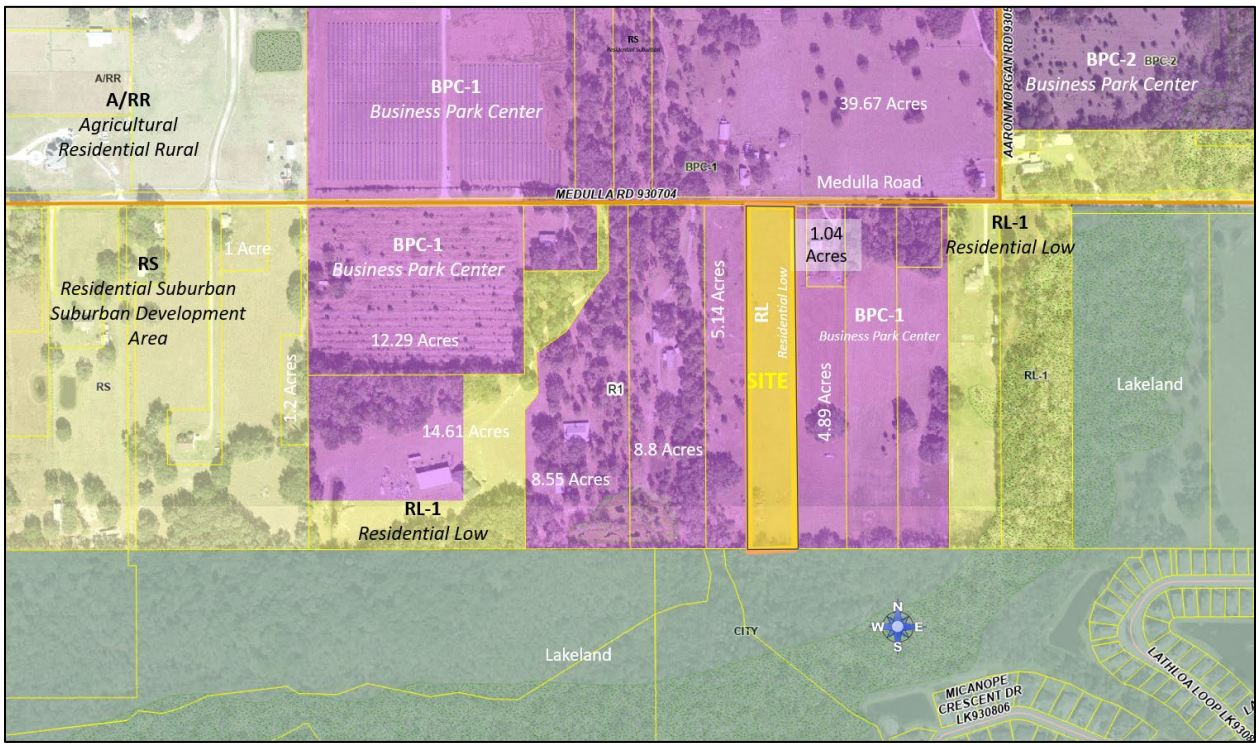


AERIAL PHOTOGRAPH
(2023 Close -up)



CURRENT FUTURE LAND USE MAP
BUSINESS PARK CENTER-1 (BPC-1)

Exhibit 5



PROPOSED FUTURE LAND USE MAP
RESIDENTIAL LOW-1 (RL-1)

Polk County

Board of County Commissioners

Agenda Item R.6. 4/21/2026

SUBJECT

SET HEARING: (LDCPAS-2025-19 PRWC CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map change from Residential Low-X (RLX) to Institutional-X (INSTX) on 9.91 +/- acres in the Urban Growth Area (UGA). The suggested adoption hearing date is May 5, 2026, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for May 5, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@PolkFL.gov <mailto:erikpeterson@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.7. 4/21/2026

SUBJECT

SET HEARING: (LDCD-2025-4 PRWC District Change) to consider the adoption of a Sub-District change on 9.91 +/- acres from (INST-1) to Institutional (INST-2) in the Urban Growth Area (UGA). The suggested adoption hearing date is May 5, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for May 5, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@PolkFL.gov <mailto:erikpeterson@PolkFL.gov%20>

Agenda Item R.8. 4/21/2026

SUBJECT

SET HEARING: (LDCT-2025-4 Poinciana Commercial NAC Activity Center Plan) Modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2025-40. The suggested hearing dates are for the first reading on May 5, 2026, at 9:15 a.m. and the adoption hearing date on May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Ordinance No. 00-09, as amended, The Polk County Land Development Code, Modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2025-40; providing for severability; and providing for an effective date.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

Request Board set for the first reading on May 5, 2026, at 9:15 a.m., and the adoption hearing date on May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNN-A
Senior Planner
Land Development Division
863-534-6455
markbennett@PolkFL.gov <mailto:markbennett@PolkFL.gov%20>

Agenda Item R.9. 4/21/2026

SUBJECT

SET HEARING: (LDCT-2026-1 Wahneta Main Street Corridor Overlay) to amend Chapter 403.01 Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstating Table 3 Wahneta Neighborhood Plan Temporary Uses and Modifications. The suggested hearing dates are for the first reading on May 5, 2026, at 9:15 a.m. and the adoption hearing date on May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Amending Chapter 403.01 Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstating Table 3 Wahneta Neighborhood Plan Temporary Uses and Modifications; providing for severability; and providing for an effective date.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

Request Board set for the first reading on May 5, 2026, at 9:15 a.m., and the adoption hearing date on May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNN-A
Senior Planner
Land Development Division
863-534-6455
markbennett@PolkFL.gov <mailto:markbennett@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.10. 4/21/2026

SUBJECT

Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL., for Case #RC25-SHIP-017. ($184,841.00 one-time expense).

DESCRIPTION

Approve a SHIP rehabilitation/replacement Homeowner Assistance Agreement for Case #RC25-SHIP-017 in the amount of $169,900.00 for home replacement and a SHIP rehabilitation/replacement Grant Agreement in the amount of $14,941.00 for construction soft costs, for a total project cost of $184,841.00.

For reference, the 2026 International Building Code Valuation Table identifies an estimated construction cost of $175.92 per square foot cost. The total project cost for this home is $143.51 per square foot.

RECOMMENDATION

Request approval of this SHIP rehabilitation/Replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-SHIP-017.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

mariasmoker@polkfl.gov

863-534-5241

This Document Prepared By:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

POLK COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
REHABILITATION/REPLACEMENT
GRANT AGREEMENT

This Agreement entered into this _____ day of _____, _____ between **Maria Otilia Escalante** and **Isidro Baylon,** herein after referred to as the "Owner(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

Whereas, the County has funds available for certain qualified real property owners for the purposes of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (existing housing) found upon such owned real property; said real property being located within Polk County, Florida

Legal Description:

> Lot 12, Block "B" of IDA LAKE SUBDIVISION OF FLORENCE VILLA, FLORIDA, as shown by map or plat thereof recorded in the office of the clerk of the Circuit Court in and for Polk County, Florida, in plat book 6, page 10.

Whereas the County has determined that the Owner(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program.

Now, Therefore, in consideration of the covenants contained herein, the parties mutually agree as follows:

1) The Owner(s) agrees to accept **Fourteen Thousand, Nine Hundred Forty-One and No/100 Dollars ($14,941.00)** as a grant to be used for construction soft costs, Insurance, and temporary location benefits.

2) The Owner(s) will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out

or in connection with the repair and rehabilitation of the Owner(s) property due to the Owner(s) negligence.

3) The Owner(s) filed application with the County dated **March 4, 2025**, for Replacement/New Construction Assistance, and it is incorporated as part of this Agreement, by this reference.

4) This Agreement shall be binding upon the Owner(s), and the estate, personal representatives, heirs and devises of a deceased (Owner(s).

5) The use in this Agreement of the word Owner shall apply to the plural as well as the singular.

[Signatures are on the next page]

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Attest:

Owner(s):

_____
Witness

_____
Maria Otilia Escalante

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness

_____
Isidro Baylon

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Attest:
Stacy M. Butterfield, Clerk

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

BY: _____
Deputy Clerk

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

[Notary Certificates are on the next page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Maria Otilia Escalante, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Isidro Baylon, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

POLK COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
REHABILITATION/REPLACEMENT
HOMEOWNER ASSISTANCE AGREEMENT

Case Number: RC25-SHIP-017

HOMEOWNER: Maria Otilia Escalante and Isidro Baylon

PROPERTY ADDRESS: 855 3rd Street, Winter Haven, FL 33881

THIS AGREEMENT is entered into this _____ day of _____, _____ by Polk County, a political subdivision of the State of Florida, and **Maria Otilia Escalante and Isidro Baylon**, (hereinafter referred to as the "HOMEOWNER(S)").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the State of Florida as the allocating authority for the SHIP funds; and,

WHEREAS, Polk County has agreed to use the SHIP funds to assist with the financing of the Rehabilitation/Replacement of homes that meet the requirements as set forth in the SHIP regulations, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

1) **FORM OF ASSISTANCE**

SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of **$169,900.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **$14,941.00** for construction soft costs.

2) **USE OF FUNDS**

The SHIP funds shall be used to finance Rehabilitation/Replacement of single-family dwellings

3) AFFORDABILITY PERIOD

The SHIP affordability period is **fifteen (15) years**. The affordability period from the date of recording the Deferred Mortgage and Security Agreement.

4) REPAYMENT/RECAPTURE

The SHIP loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily.
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence.
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement, or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the SHIP Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the SHIP subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

5) PROJECT REQUIREMENT

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth:

a) The HOMEOWNER certifies that the property will be his principal residence and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%) area median income as determined by HUD with adjustments for family size.
$53,350.00 County Area Median Income (adjusted for family size)

80% Percentage (%) AMI Level of HOMEOWNER
$49,145.64 HOMEOWNER's Annual Income

b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.

c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk County shall in combination with the HOMEOWNER supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of

Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the

HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of $\underline{\$169,900.00}$ are provided as a direct SHIP Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the Homeowner and all other terms of this Agreement, Note and Mortgage are met.

10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Rehabilitation/Replacement of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **March 4, 2025,** for a Rehabilitation/Replacement Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

_____
Witness

_____
Maria Otilia Escalante

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness

_____
Isidro Baylon

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Attest:
Stacy M. Butterfield, Clerk

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

BY: _____
Deputy Clerk

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

[Notary Certificates are on the next page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Maria Otilia Escalante, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Isidro Baylon, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

SHIP
Estimated Project Costs
Rehabilitation/Replacement
15385.340554028.5334420

Homeowner:	Maria Otilia Escalante		Case No. **RC25-SHIP-017**	
	Isidro Baylon			
	855 3rd Street			
	Winter Haven, FL 33881			
Bid Amount	$	169,900.00	$	169,900.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	$	169,900.00	$	169,900.00

Soft Costs (Replacement SHIP Grant)

Service Delivery	$	4,411.00	$	4,411.00
Appraisal	$	400.00	$	400.00
Survey	$	990.00	$	990.00
Blue Prints	$	3,864.00	$	3,864.00
Septic Tank Pumpout	$	650.00	$	650.00
Soil Test	$	160.00	$	160.00
Septic Tank Permit	$	180.00	$	180.00
Variance Fee	$	-	$	-
Temp. Relocation	$	3,600.00	$	3,600.00
NOC Filing Fee	$	13.00	$	13.00
Mortgage Doc. Fee	$	595.00	$	595.00
Mortgage Recording Fee	$	78.00	$	78.00
Total	$	14,941.00	$	14,941.00

TOTAL PROJECT COSTS	$	**184,841.00**

****

Polk Deferred Mortgage & Security Agreement	$	169,900.00
0% Payback Mortgage	$	-
Grant Agreement	$	14,941.00
TOTAL	$	**184,841.00**

This Document Prepared By:
Helen R. Sorhaindo
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, _____. The Mortgagor(s) **Maria Otilia Escalante, a married woman** whose mailing address is **855 3rd Street, Winter Haven, FL 33881** and **her husband, Isidro Baylon,** whose mailing address is **8158 Settlers Creek Cir., Lakeland, FL 33810**, the ("Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principle sum of **One Hundred Sixty-Nine Thousand Nine Hundred and No/100 Dollars ($169,900.00)**. This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **855 3rd Street, Winter Haven, FL 33881**, and more particularly described as:

   Legal Description:

   Lot 12, Block "B" of IDA LAKE SUBDIVISION OF FLORENCE VILLA, FLORIDA, as shown by map or plat thereof recorded in the office of the clerk of the Circuit Court in and for Polk County, Florida, in plat book 6, page 10.

   A. All improvements now or hereafter erected on the Property; and

   B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and

   C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

2. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;

   A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and

   B. shall duly pay all taxes and all insurance premiums reasonable required, and

   C. keep the buildings on the premises in good repair and preservation, and

   D. pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and

   E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:

   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or

   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or

   C. the Property is sold or otherwise transferred without Lender's written approval, or

   D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or

   E. Owner refinances the property without prior consent from the Lender, or

   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any.
The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No Waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.

3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.

4. Modification of Agreement. All modification to this Mortgage must be in writing and signed by both Owner(s) and Lender.

5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

6. Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

_____
Witness

_____
Maria Otilia Escalante

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness

_____
Isidro Baylon

_____
Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

[Notary Certificates are on the next page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Maria Otilia Escalante, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Isidro Baylon, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared by:
Helen R. Sorhaindo
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT MORTGAGE NOTE

NAME: Maria Otilia Escalante and Isidro Baylon
ADDRESS: 855 3rd Street, Winter Haven, FL 33881
CASE NUMBER: RC25-SHIP-017
LOAN AMOUNT: $169, 900.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantors are **Maria Otilia Escalante**, whose mailing address is **855 3rd Street, Winter Haven, FL 33881** and **Isidro Baylon**, whose mailing address is **8158 Settlers Creek Cir., Lakeland, FL 33810**. For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Sixty-Nine Thousand Nine Hundred and No/100 Dollars ($169,900.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** from the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence,

and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Maria Otilia Escalante

Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Witness

Isidro Baylon

Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

[Notary Certificates are on the next page]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Maria Otilia Escalante, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, _____ by Isidro Baylon, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____

Effective January 1, 2025

RESIDENT INCOME CERTIFICATION – Homeownership/DPA

Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

A. **Recipient Information** (select one)

a. ☑ Current homeowner

b. ☐ Home buyer ☑ Existing Dwelling ☐ Newly Constructed Dwelling

B. **Subsidy Use** (check all that apply)

☐ Down Payment Assistance
☐ Closing Costs
☐ Interest Subsidy
☐ Loan Guarantee
☐ Principal Buy Down
☑ Rehabilitation
☐ Emergency Repair
☐ Other

C. **Household Information:** Include all household members

Member	Full Name	Relationship to Head	Age
1	Maria Otilia Escalante	HEAD	71
2	Ramona B. Escalante	Daughter	28
3			
4			
5			
6			
7			
8			

D. **Assets:** All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1	Chase Bank Checking Account #9195 ($16.86)	0.00	0.00
2	Chase Bank Checking Account #3983 ($9.29)	0.00	0.00
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets D(a)		$ 0.00	
Total Income from Assets		D(b)	$ 0.00
If line D(a) is greater than $51,600: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate		D(c)	$ 0.00

(.45%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.	0.00

E. **Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1	0.00	0.00	0.00	0.00	(Enter the greater of **box D(b)** or box D(c), above, in box **E(e)** below)
2	46,425.60	0.00	0.00	$ 2,720.04	
3					
4					
5					
6					
7					
8					
	(a)	**(b)**	**(c)**	**(d)**	**(e)**
Totals	$ 46,425.60	$ 0.00	$ 0.00	$ 2,720.04	$ 0.00
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					$ 49,145.64

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

[illegible] (Apr 25, 2025 10:46 EDT) Date Apr 25, 2025
Signature of Head of Household

Date
Signature of Spouse or Co-Head of Household

Ramona B. E
Ramona B Escalante (Apr 25, 2025 10:49 EDT) Date Apr 25, 2025
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

☐ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☑ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: $ 53,350.00

☐ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the Income Limits for 2025 (year) (MSA or County) Polk County

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature Marie Smoker Date 04/29/2025

Name (print or type) MARIE SMOKER Title ADMINISTRATIVE SUPERVISOR

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						**By Age**			
White	Black	Hispanic	Asian	American Indian	Other	**0 - 25**	**26 - 40**	**41 - 61**	**62 +**
		2					1		1
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker		**Developmentally Disabled**		**Homeless**		**Elderly**		**Special Needs (define)**	**Special Needs (define)**
☐		☐		☐		☑			

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

Florida Housing Finance Corporation **State Housing Initiatives Partnership (SHIP) Program** **Asset Guidelines** Follow these guidelines when completing Section D of the Resident Income Certification (RIC) form.
Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

ANNUALLY ADJUSTED ASSET THRESHOLD AMOUNT AND VERIFICATION REQUIREMENTS
• When the total net value of assets **is equal to or less than $51,600**, the family may self-certify assets.
• The threshold amount effective January 1, 2025 is $51,600.
• When the total net value of assets **exceeds $51,600**, each asset must be verified.
• The most current bank statement may be used to verify checking and savings account.

INSTRUCTIONS FOR COMPLETING SECTION D (NET FAMILY ASSETS) ON RESIDENT INCOME CERTIFICATION FORM
• Include assets owned by all family members, including assets owned by minors. Do not include assets owned by foster adults or foster children.
• Include only those assets that are not excluded from net family assets (see below for a list of exclusions).
• Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR § 5.609(b).
• Calculate and include imputed income only when the following 3 conditions are met: 1. The value of net family assets exceeds $51,600. 2. The specific asset is included in net family assets; and 3. Actual asset income cannot be calculated for the specific asset. • The Passbook Rate should be used to calculated imputed income. The current rate is 0.45%.
• Actual income can be $0.00. For example, a checking account with a 0% interest rate has an actual income of $0.00. Imputed income would not be calculated.
• The cash value of real property or other assets with negative equity would be considered $0 for the purposes of calculating net family assets.

REQUIRED EXCLUSIONS FROM NET FAMILY ASSETS
• The value of necessary items of personal property (see below for a list of necessary personal property).
• The value of all non-necessary items of personal property with a total combined value of $51,600 or less, annually adjusted for inflation.
• The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans (e.g., 401(k), 403(b)), and retirement plans for self-employed individuals.
• The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
• Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
• The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the

value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and 61 distributions from any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.
• The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government (money held in trust by the government for children until they are adults).
• Interests in Indian trust land.
• Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
• Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
• Family Self-Sufficiency accounts.
• Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
• The full amount of assets held in an irrevocable trust.
• The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household.

EXAMPLES OF NECESSARY AND NON-NECESSARY PERSONAL PROPERTY (This is not an exhaustive list.)	
Necessary Personal Property (Excluded from Net Family Assets)	**Non-Necessary Personal Property (Excluded when total is equal to/less than $51,600)**
• Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)	• Recreational car/vehicle not needed for day-to-day transportation (campers, motorhomes, travel trailers, all-terrain vehicles (ATVs))
• Furniture, carpets, linens, kitchenware	• Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)
• Common appliances	• Recreational boat/watercraft
• Common electronics (e.g., radio, television, DVD player, gaming system)	• Expensive jewelry without religious or cultural value, or which does not hold family significance
• Clothing	• Collectibles (e.g., coins/stamps)
• Personal effects that are not luxury items (e.g., toys, books)	• Equipment/machinery that is not used to generate income for a business
• Wedding and engagement rings	• Items such as gems/precious metals, antique cars, artwork, etc.
• Jewelry used in religious/cultural celebrations and ceremonies	
• Religious and cultural items	
• Medical equipment and supplies	
• Health care–related supplies	
• Musical instruments used by the family	
• Personal computers, phones, tablets, and related equipment	
• Professional tools of trade of the family, for example professional books	
• Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities	
• Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	
• Items of personal property not considered necessary will be classified as non-necessary.	

Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program Asset Self-Certification
(Complete only one form per household; include assets of children.)

For the following asset types, include the current Cash Value of **each** asset held by any family member and the actual income that the asset earns. *Cash value is ***current*** **market value minus cost to convert** an asset to cash, such as broker's fees, settlement costs, outstanding loans, penalties for early withdrawal, etc.*

Household Name:	

PART I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE(FMV)

☐ **Yes**	☐ **No**	Within the past two (2) years, I/we have sold or given away assets below their fair market value (FMV).

Asset #1:		Date of Disposal:		FMV - amt received:	$
Asset #2:		Date of Disposal:		FMV - amt received:	$

PART II: FEDERAL TAX RETURN OR REFUNDABLE FEDERAL TAX CREDIT

Have you received a federal tax return or refundable federal tax credit in the last 12 months?	☐ **Yes**	☐ **No**
Amount of return/credit:	$	

PART III: NON-NECESSARY PERSONAL PROPERTY (NNPP)

☐	**I/we have non-necessary personal property which is listed here'**
☐	**I/we do not have any non-necessary personal property**

Type of Asset	(A) Cash Value*	(B) Annual Income	Type of Asset	(A) Cash Value*	(B) Annual Income
Cash on Hand	$	N/AP	Cryptocurrency	$	$
Pre-paid Debit Card (including Govt. Benefits)	$	N/AP	Money Market/ CD	$	$
Checking/Savings	$	$	Annuities	$	$
Checking/Savings	$	$	Brokerage Account	$	$
Savings	$	$	Stocks/Bonds	$	$
Internet based assets (Cash App, Venmo, PayPal, Crowdfunding,	$	$	Other: ____	$	$

etc.)					
Whole Life Ins	$	$	Other: _____	$	$

Non-Account Based Possessions not general held in an account such as vehicles used for recreation (e.g., RVs, ATVs, and Boats), antique cars, collectibles (e.g. stamps, jewelry, coins, and artwork.), and equipment/machinery that is not used to generate income for a business	
Description	**(A) Cash Value ***
	$
	$
	$
	$

PART IV. REAL PROPERTY	
☐	**I/we have real property which is listed here.**
☐	**I/we do not have any real property.**

Description of Property	**(C) Cash Value***	**(D) Income**
	$	$
	$	$

Under penalty of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

Signature of Applicant/Tenant	Date	Signature of Applicant/Tenant	Date

PENALTIES FOR MISUSING THIS CONTENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7), and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7), and (8).

ESCALANTE INCOME CERTIFICATION

Final Audit Report 2025-04-25

Created:	2025-04-23
By:	Helen Sorhaindo (HelenSorhaindo@polk-county.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxJ5pTk6yTmeW8-3FqA7zWd2fp_ooJYDG

"ESCALANTE INCOME CERTIFICATION" History

Document created by Helen Sorhaindo (HelenSorhaindo@polk-county.net)
2025-04-23 - 2:20:59 PM GMT

Document emailed to mariaoe0525@gmail.com for signature
2025-04-23 - 2:22:23 PM GMT

Email viewed by mariaoe0525@gmail.com
2025-04-25 - 2:45:14 PM GMT

Signer mariaoe0525@gmail.com entered name at signing as Maria O. Escalante
2025-04-25 - 2:46:54 PM GMT

Document e-signed by Maria O. Escalante (mariaoe0525@gmail.com)
Signature Date: 2025-04-25 - 2:46:56 PM GMT - Time Source: server

Document emailed to ramonae1029@gmail.com for signature
2025-04-25 - 2:46:58 PM GMT

Email viewed by ramonae1029@gmail.com
2025-04-25 - 2:48:18 PM GMT

Signer ramonae1029@gmail.com entered name at signing as Ramona B Escalante
2025-04-25 - 2:49:05 PM GMT

Document e-signed by Ramona B Escalante (ramonae1029@gmail.com)
Signature Date: 2025-04-25 - 2:49:07 PM GMT - Time Source: server

Agreement completed.
2025-04-25 - 2:49:07 PM GMT

Adobe Acrobat Sign

Agenda Item R.11. 4/21/2026

SUBJECT

Approve the State Housing Initiative Partnership (SHIP) Program New Construction program Rehabilitation/Reconstruction Work Contract for property located in 830 3rd Street, Winter Haven, FL., for Case #NC25-SHIP-001. ($176,212.00 one-time expense).

DESCRIPTION

Approve the SHIP Rehabilitation/Reconstruction Work Contract for Case #NC25-SHIP-001 in the amount of $169,900.00 for new construction of an affordable single-family home. Also, approve service delivery costs in the amount of $6,312.00 for construction soft costs, for a total project cost of $176,212.00.

For reference, the 2026 International Building Code Valuation Table identifies an estimated Construction cost of $175.92 per square foot cost. The total project cost for this home is $119.54 per square foot, reflecting a cost-efficient development.

RECOMMENDATION

Request approval of the SHIP Construction Work Contract for Case #NC25-SHIP-001.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Jennifer Cooper

Housing & Neighborhood Development Manager

JenniferCooper@PolkFL.gov

863-534-5209

CASE #: NC25-SHIP-001

REHABILITATION / RECONSTRUCTION WORK CONTRACT

THIS CONTRACT is entered this 2nd day of April, 2026, between Polk County, a political subdivision of the State of Florida (Hereinafter the "County"), and GORDON MOORE & ASSOCIATES LLC, (Hereinafter "Contractor") at project address **830 3RD STREET, WINTER HAVEN, FL, 33880** as listed in the attached Bid Package.

WITNESSETH:

In consideration of the mutual covenants and provisions herein, and for other valuable consideration, the County and Contractor agree as follows:

A. Work to be performed by Contractor

1. The Contractor shall act in compliance with and perform such work as detailed and specified in those documents which are hereto attached and marked "BID PACKAGE" (Bid Number N/A), and the "Instructions to Bidder Manual" previously received and signed for by the contractor, the same being incorporated as part of this Contract by reference.
2. The Contractor will furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all the work detailed in Paragraph A-1 of this Contract in an efficient and workmanlike manner.
3. The County may, at any time or from time to time, order additions, elections or revisions in the work to be performed by the Contractor pursuant to the provisions of this Contract through the use of "Change Orders" signed by the Contractor, and the County (in concurrence). If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable adjustment to the Contract Price and to the Contractor's time for completion will be made and indicated upon the signed Change Order. Additional work performed by the Contractor without the authorization of a signed Change Order will result in the Contractor being not entitled to an increase in the contract price or to an extension of time for completion of the work. Upon receipt of a signed Change Order, the Contractor shall proceed with the work involved. All work shall be executed in accordance with the applicable terms and provisions of the aforementioned "Bid Package.
4. At all times during the work progress, the Contractor will keep on the work site a competent resident supervisor. The Contractor will give, by written notice to the Polk County Housing and Community Development, Housing Section, the name and address of said supervisor within ten (10) days of work commencement. Said supervisor shall not be replaced by the Contractor without prior written notice to the County except under extraordinary circumstances. The supervisor will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the supervisor will be as binding upon the Contractor as if the same were given to the Contractor.
5. The Contractor will adhere to and otherwise comply with the mandates and provisions of the Section 3 of the Housing and Urban Development Act of 1968.
   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 135 regulations.
   c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising

the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR135.

e. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

B. **Mailing Addresses for Giving Written Notices and Other Written Communications**

Whenever the parties to this Contract or the County desire 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 Paragraph B. The following mailing addresses are to be used by the parties to this Contract and the County for the purpose of giving written notices and any other written communications relating to this Contract:

1. Mailing Address of Contractor: **GORDON MOORE & ASSOCIATES LLC, PO BOX 294, BARTOW, FL 33831**

2. County: **Housing & Neighborhood Development Office, PO Box 9005, Drawer HS04, Bartow, FL 33831-9005**

C. **The Contract Price**

Subject to the "dollar for dollar" adjustment provisions as stated in Paragraph S of this Contract, the County will pay for the Contractor's complete and proper performance pursuant to the provisions of this contract, the total net bid amount of (see bid proposal):

ONE HUNDRED SIXTY NINE THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS. ($169,900.00)

Before making or authorizing such payment, the County shall require the Contractor to furnish releases of liens from any and all subcontractors performing work and supplying materials or services to the Contractor pursuant to the subject matter of this Contract.

D. Subcontracting by Contractor

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor. The Contractor will give prior written notice to the County (notice to be in compliance with Paragraph B of this Contract) and furnish the names and addresses of all subcontractors within ten (10) days of the execution of any subcontract. The Contractor will bind all of its subcontractors to the terms and conditions of this Contract, but this shall not relieve the Contractor from full responsibility for the Contractor's proper completion of all work to be executed in strict accord with the provisions of this contract; nor shall the Contractor be released from this responsibility as a result of any sub contractual agreement made by the Contractor with others. The Contractor shall not employ any subcontractor to whom the County may have a reasonable objection, including without limitation, a subcontractor which is not properly insured, or which may be debarred from bidding or performing services to Federal, State, or local programs.

E. Contractor's Compliance with Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable laws, ordinances, and codes of the State of Florida and the County, and shall, at Contractor's own expense, secure and pay the fees and charges for all permits and licenses required for the performance of the contract work required by the provisions of this Contract.

F. Contractor's Liability for Damages and Financial Responsibility for Protection of Work

The Contractor shall be liable and responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work required by the provisions of this Contract, and the Contractor shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the County.

G. Public Liability Insurance

The Contractor will not commence work under this Contract until he/she/it has obtained all the insurance required by the County's Building Division in order that they can pull permits. The Contractor will procure and maintain during the life of the Contract(s), Workers' Compensation, Employers Liability, General Liability, and Automobile Liability in the amounts specified by the County's Risk Management Office.

H. Worker's Compensation

During its performance pursuant to the provisions of this Contract, the Contractor will subscribe to and comply with the Worker's Compensation laws of the State of Florida and pay such premiums as may be required by state law, and the Contractor will save the County harmless from any and all types of liability contemplated by said laws. The Contractor will furnish the county (at the time of the signing of this Contract and at such times as may otherwise be requested) with a copy of the official certificate or receipt showing the premium payment referred to above.

I. Contractor's Duty to Prevent Accidents

1. The Contractor will exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the work (project) site, which occur as result of the Contractor's prosecution of the work. The safety provisions of applicable laws and building and construction codes will be observed by the Contractor and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the Federal Occupational Safety and Health Act (OSHA) and more stringent state laws and local ordinances.

2. The Contractor will maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of

employment of work related to the Contractor. The Contractor shall promptly give notice to and furnish the County (pursuant to Paragraph B of this Contract) with reports concerning these matters, by 1st class mail, or certified mail.

J. **Contractor's Indemnity Obligation to County and Owner**

The Contractor shall indemnify and save harmless the County, its agents, and employees from liability for any injury or damages to persons or property resulting from the Contractor's prosecution of work pursuant to the provisions of this Contract.

K. **Maintenance of Premises**

The Contractor will keep the work premises (see the aforementioned attached "Bid Package" for location of premises) clean and orderly during the course of the work and remove all debris at the completion of said work. Materials, equipment, and supplies placed on site by the Contractor, or his agents will be the responsibility of the Contractor. Any and all expenses incurred by reason of theft and damage will be borne by the Contractor.

L. **Contractor's Guarantee of Work**

All work performed by the Contractor pursuant to the provisions of this contract is hereby guaranteed by the Contractor to be free of defective workmanship, as per General Conditions and Specifications. Said guarantee shall be in force and effect for the period of twelve (12) months from the date of final acceptance by the County for all work performed by the Contractor pursuant to the provisions of this Contract. The Contractor's obligation to perform the work and complete the project pursuant to the provisions of this Contract is absolute. Neither approval of any progress or final payment by the County nor any payment by the County to the Contractor, nor any act of acceptance by the County, nor any failure to do so, nor any correction of defective work by the County, shall constitute an acceptance of work not in accordance with the provisions of this Contract. The Contractor will, prior to payment for the Contractor's performance pursuant to the provisions of this Contract, provide the County with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished during the course of said performance.

M. **UTILITIES.** Contractor is to re-connect all utility services to the new dwelling, to include but not limited to; water, sewer/septic, and electric. The Contractor is responsible for all utility disconnection and connection fees and shall include the same within his/her proposal. Contractor is responsible for costs of electric, water, and sewer/septic during construction.

N. **INTENTIONALLY OMITTED.**

O. **Contractor's Duty to Comply with "Anti-Kickback Act"**

The Contract will comply with all applicable regulations of the U. S. Secretary of Labor of the United States Department of Labor relating to the "Anti-Kickback Act" of June 13, 1934 (48 stat. 948; 62 stat. 862; and 18 U.S.C. § 874), and any amendments or modifications thereof. Also, the Contractor will cause appropriate provisions to be inserted in subcontracts and will insure compliance therewith by all subcontractors subject thereto, and said Contractor will be responsible for the submission of statement required of subcontractors hereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

P. **Public Entity Crimes**

The Contractor understands and acknowledges that this Agreement will be void in the event the conditions stated in Florida Statutes, Section 287.133, relating to a conviction for a public entity crime apply to the Contractor.

Q. **Equal Employment Opportunity (Executive Order 11246), Statement of Assurance**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants

are employed (and employees are treated equally during employment) without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). If at all possible, the Contractor shall use personnel and/or subcontractors from the service/target area.

2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will cause the foregoing provisions (Paragraph Q-1 and Q-2) to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the said foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1974 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1974 when Federal grant(s) is/are involved together with other applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

R. Right of Inspection by County

The County shall have the right to inspect the work done pursuant to the provisions of this Contract at all times (including the time of completion).

S. Contractor's Time for Completion

The work which the Contractor is required to perform pursuant to this Contract shall be commenced by the Contractor within **ten (10) days** after the issuance by the of a Notice to Proceed. Said work shall be fully completed within **180 consecutive** days following such commencement. Time is of the essence for the completion of said work after the issuance of the aforesaid "Notice to Proceed". In the event the Contractor fails to satisfactorily complete all work within the completion time set forth above, the sum of $50.00 a day shall be deducted from the contract price by the as liquidated damages for each calendar day elapsing beyond specified amount to compensate for the hardship and expense caused by this delay, unless a written authorization for extension of time has been obtained from the Polk County Housing Section. The provisions of the preceding sentence are to be construed as an "additional remedy" and not as a limiting remedy, limiting course of action, or limitation of rights otherwise available to Polk County as a result of the inappropriate or non-performance of the Contractor as required pursuant to the provisions of this Contract.

T. County's Right to Terminate or Abandon the Work (Project)

1. If the Contractor is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if it repeatedly fails to make prompt payment to subcontractors or for labor, materials or equipment, or it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County's housing official, agent or employee, or it otherwise violates any provisions of this Contract, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice (notice to the Contractor being in compliance with Paragraph C of this Contract), terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the

Contractor, and finish the said work by whatever method the County may deem expedient. In such cases the Contractor shall not be entitled to receive any payment under the provisions of this Contract until said work is finished. If the unpaid balance otherwise due the Contractor of the contract price exceeds the direct and indirect costs borne by the County in completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the County. Such costs incurred by the County will be determined by the County and incorporated in a Change Order or other applicable document.

2. Where the Contractor's services have been terminated by the County pursuant to the provisions of Paragraph T-1 above, said termination shall not affect any right of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

3. Upon the delivery of written notice to the Contractor (pursuant to Paragraph B of this Contract), the County may without cause or penalty whatsoever and without prejudice to any other right or remedy, elect to abandon the project and immediately terminate this Contract. In such case, unless in dispute, the Contractor shall be paid for all work executed and expenses incurred through the termination date contained within the written notice.

U. Accessibility of Records

Polk County, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audit, examination, excerpts, and transcriptions. The Contractor is required to maintain all required records for three (3) years after Polk County has made final payments and all pending matters are closed.

V. Right to Suspend or Debar.

Contractor acknowledges that Polk County Housing and Neighborhood Development Office (HND) has the right to suspend, debar, and/or keep contractors from bidding on additional jobs for periods of time to be determined by HND for reasons to include:

1. Non-performance of work items.
2. Work not being performed in a timely manner.
3. Non-compliance with contractual obligations.
4. Exceptional number of homeowner complaints.
5. Non-payment to subcontractors, material or equipment suppliers.
6. Poor workmanship which is documented by County.

W. Scrutinized Companies Certification; Termination

1. Certification. Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to this Agreement. Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon it for submitting a false certification to the County regarding the foregoing matters.

2. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Purchase Order upon the occurrence of any of the following events: the Contractor is found to have provided a false certification to the County with respect to any of the matters set forth in subsection W. 1. above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

X Employment Eligibility Verification (E-Verify)

1. 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.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, 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.

3. 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.

Y. Public Records.

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

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

i. keep and maintain public records required by the County to perform its Agreement obligations;

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

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

iv. upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform this Agreement. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a

format that is compatible with the information technology systems of the Customer.

3. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLKFL.GOV

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;

THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.

CASE #: NC25-SHIP-001

In Witness Whereof, the County and the Contractor have executed this Agreement as of the day and year first above written.

Attest:
Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Polk County, a political
subdivision of the State of Florida

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

Attest:

_____
Witness

_____
Witness

Contractor:

_____
Gordon Moore, President
GORDON MOORE & ASSOCIATES LLC

_____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of April, 2026 by Gordon Moore, President, who ☐ is personally known to me or ☑ has produced FL DL as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Jacqueline W. Goodin
My Commission HH 562863
Expires 7/30/2028

_____
Notary Public
Print Name Jacqueline W. Goodin

My Commission Expires 7/30/28

CASE #: NC25-SHIP-001

In Witness Whereof, the County and the Contractor have executed this Agreement as of the day and year first above written.

Attest:
Stacy M. Butterfield, Clerk

BY: _____

Deputy Clerk

Polk County, a political
subdivision of the State of Florida

_____

Martha Santiago Ed.D., Chair
Board of County Commissioners

Attest:

_____

Witness

_____

Witness

Contractor:

_____

Gordon Moore, President
GORDON MOORE & ASSOCIATES LLC

_____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of April, 2026 by Gordon Moore President, who ☐ is personally known to me or ☑ has produced FL DL as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Jacqueline W. Goodin
My Commission HH 562863
Expires 7/30/2028

_____

Notary Public
Print Name Jacqueline W Goodin

My Commission Expires 7/30/28

SHIP
Estimated Project Costs
New Reconstruction

Property Address	830 3rd Street(Lake Ida) Winter Haven, FL 33880	CASE No. NC25-SHIP-001	
Bid Amount	169,900.00	$	169,900.00
	169,900.00		$169,900.00

Soft Costs (New Construction)

	Administrative Costs	
Service Delivery	5,084.00	$5,084.00
Appraisal	400.00	$400.00
Blue Prints	475.00	$475.00
Septic Tank Permits	180.00	$180.00
Septic Tank Pumpout	0.00	$0.00
Soil Test	160.00	$160.00
Title Search	0.00	$0.00
Mtg Doc Fees	0.00	$0.00
Recording Fees NOC	13.00	$13.00
Add'l Recording Fees	0.00	$0.00
Total	6,312.00	$6,312.00
		$176,212.00

TOTAL PROJECT COSTS

****

Property Address	$	169,900.00
0% Payback Mortgage		
Administrative Costs	$	6,312.00
TOTAL	$	176,212.00

Updated Revision 3/17/2026

CLEAR

CONTRACTOR & SOFTCOST SHEET

NC25-SHIP-001 — CASE:

3/31/2026 — DATE:

Polk County, a political subdivision of the State of Florida
(NAME(S) AS SHOWN ON DEED, ETC.)

830 3RD STREET, WINTER HAVEN, FL, 33880 — 863-534-5240
ADDRESS — CITY — STATE — ZIP CODE — PHONE

JOB TYPE CHECK ONE: ☐ MINOR ☐ MAJOR ☑ REPLACEMENT

(ONLY COMPLETE THE BELOW BOX IF MINOR/MAJOR

- ☐ **R)** Roof
- ☐ **S)** ☐ Septic ☐ Sewer Connection
- ☐ **W)** ☐ Well ☐ City Water Connection
- ☐ **ADA)** ☐ Grab bars ☐ Ramp ☐ Tub/Shower Conversion ☐ ADA toilet
- ☐ **HS)** ☐ Plumbing ☐ Electric ☐ HVAC ☐ Ext. Doors ☐ Trees

TEMPORARY RELOCATION (if applicable): $ $ 0.00

(ONLY COMPLETE THE BELOW BOX IF REPLACEMENT)

PROPERTY TO BE REHABILITATED: SINGLE FAMILY
REPLACEMENT HOME: # OF BEDROOMS/BATHS: 3/2 SQFT: 1474
EXISTING HOME: # OF BEDROOMS: NA SQFT: NA

CONTRACTOR INFORMATION:

GORDON MOORE & ASSOCIATES LLC
NAME OF COMPANY (AS SHOWN ON CONTRACTOR'S LICENSE)

P.O.BOX 294
(STREET ADDRESS PLUS MAILING ADDRESS IF DIFFERENT)

BARTOW — FL — 33831
CITY — STATE — ZIP CODE

863-614-4140
(AREA CODE/TELEPHONE #)

GORDON MOORE — OWNER
(CONTRACTOR NAME) — (TITLE)

BID OPENING DATE: 3/18/2026

AMOUNT OF CONTRACT:

MINOR **MAJOR/REPLACEMENT** $ 169,900.00

OF DAYS TO COMPLETE PROJECT: 180

SCANNED ATTACHMENTS
(Check if attached)

- **BLANK BID PACKAGE:** ☑
- **CONTRACTOR'S BID PROPOSAL:** ☑
- **ALL OTHER BIDS:** ***(Minors Only)*** ☐
- **AWARD OF BID:** ☑
- **RECAP:** ☑
- **CONTRACTOR VERIFICATION:** ☑
- **CONTRACTOR INSURANCE & LICENSING DOCUMENTS:** ☑
  (General insurance, Auto insurance, Workman's Compensation, and Contractor License)
- **ALL INVOICES:** ***(Copies Attached)*** ☑
- **PHOTO OF FRONT OF HOUSE:** ***(Replacements Only)*** ☐

SPECIALIST: FRANK M PROTO III

Homeowner Awarded contract to low bidder ☑ YES ☐ NO

Homeowner agrees to pay $ 0.00 to BOCC at time of contract signing.
(Difference of contractors)

SOFT COSTS

Program 5%:	$ 0.00
Program 3%:	$ 5,097.00
NOC Recording Fee:	$ 13.00
Mortgage Document Stamp:	
Mortgage Recording Fee:	
Service Delivery:	$ 5,084.00
Subtotal:	$ 0.00
Appraisal:	$ 400.00
Survey:	
Prints:	$ 475.00
Septic Tank Pumpout:	
Soil Test:	$ 160.00
Septic Permit:	$ 180.00
Other:	
Subtotal:	$ 1,215.00
Relocation:	$ 0.00
Total Grant:	$ 6,312.00

Addendum A

Attestation of Compliance FL 787.06(14)

This serves as an official affidavit for Gordon Moore & Associates.

We hereby affirm our full compliance with Florida Statute 787.06(14), which addresses the prohibition and prevention of human trafficking and mandates adherence to all associated legal obligations. Gordon Moore & Associates ensures that our operations and business practices are in strict alignment with the requirements set forth in Florida Statute 787.06(14).

This affidavit is executed voluntarily and is intended to confirm our legal compliance within the State of Florida.

Signature

Name: Gordon Moore

Title: Owner

Signature: Gordon Moore

Date: 4/7/26

Notary Certification

State of Florida

County of Polk

Sworn to (or affirmed) and subscribed before me this 7th day of April, 2026, by Gordon Moore, who is personally known to me or has produced FDL as identification.

Notary Public Signature: Sierra Harris

Seal: Sierra Harris

Date: 4/7/2026

SIERRA HARRIS
Notary Public
State of Florida
Comm# HH653813
Expires 3/19/2029

Agenda Item R.12. 4/21/2026

SUBJECT

Approve First Amendment to American Rescue Plan Local Fiscal Recovery Funding Agreement with Theatre Winter Haven Inc. (No fiscal impact)

DESCRIPTION

The United States government has provided the County American Rescue Plan Act funds (ARP Funds) to assist in responding to the COVID-19 public health emergency. A portion of the ARP Funds have been allocated to address COVID-19's impact on public health as well as its economic harm to households, small businesses, non-profits, and impacted industries. After requesting and receiving requests for an allocation of ARP Funds from small businesses and non-profit agencies located in Polk County, the Board selected recipients who will receive an ARP Fund award to address these impacts.

Theatre Winter Haven Inc. offers a wide variety of performances and technical theatre training for youths who are homeschooled as well as those attending traditional school during daytime hours. Instructional areas include dramatic acting, improvisation, musical theatre and voice.

The funded program's purpose is to serve 70 students grades K-8 from low socioeconomic households by providing them with access to diverse art forms. These include mural painting, playwriting, musical instrument creation, African Drumming, Dance Therapy and ensemble theatre work.

This amendment will remove limits on individual budgeted line items, allowing awarded funds to be allocated as needed and allowable, including compensation for instructors and guest artists, field trips to local arts organizations, program supplies, and transportation.

RECOMMENDATION

Request the Board approve the First Amendment to the American Rescue Plan Local Fiscal Recovery Funding Agreement with Theatre Winter Haven Inc.

FISCAL IMPACT

Funds are budgeted in the American Rescue Plan Fund.

CONTACT INFORMATION

Name:Alice Brown
Title: Community and Government Liason

Division: Health and Human Services
Phone: 863-534-5385
E-mail Address: alicebrown@polkfl.gov

FIRST AMENDMENT TO AN AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUNDING AGREEMENT BETWEEN POLK COUNTY AND THEATRE WINTER HAVEN, INC.

THIS FIRST AMENDMENT ("Amendment") to an American Rescue Plan Local Fiscal Recovery Funding Agreement is entered into on the date last signed by the parties below to have an effective date as of May 1, 2022 (the "Amendment Effective Date") by and between Polk County (the "County"), a political subdivision of the State of Florida, and Theatre Winter Haven Inc. ("Recipient"), a Florida not for profit corporation;

WHEREAS, the County and Recipient entered an American Rescue Plan Local Fiscal Recovery Funding Agreement (the "Agreement") dated April 5, 2022, and

WHEREAS, at the Recipient's request, the County has agreed to revise the Agreement Scope of Use to delete the initial line-item allocation of the Recipient Funds and permit the Recipient discretion to allocate those funds among the program line-items as needs arise;

NOW, THEREFORE, in consideration of the mutual covenants stated in this Amendment and other valuable considerations, the parties hereby agree as follows:

1. The recitals stated above are true, correct, and the basis for this Amendment.
2. Unless otherwise defined herein, the terms used in this Amendment are defined in the Agreement.
3. Agreement Exhibit "A," Scope of Use, is revised to delete the table entitled "Theatre Winter Haven – Northeast Arts" containing budgeted line-items for the program, and replace it with the following text:

   ALLOCATION OF RECIPIENT FUNDS

   Recipient will use the Recipient Funds for the following program costs: Instructors and Guest Artists, Supplies needed for students participating in the program, Field Trips to local arts organizations, and Transportation to and from program activities.

4. The Agreement as revised by this Amendment continues in force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;

THE AMENDMENT CONTINUES ON THE FOLLOWING PAGE

WITH THE PARTIES' SIGNATURES.

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

Theatre Winter Haven Inc.,
a Florida not for profit corporation

By: _____

Name: DANA F. RIGNEY

Title: BUSINESS DIRECTOR

ATTEST:

By: _____

Name: NICHOLAS D. JUDY

Title: OPERATION'S DIRECTOR

Date Signed by Recipient: 3/25/24

POLK COUNTY, a political subdivision of the State of Florida

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

ATTEST:
Stacy M. Butterfield, Clerk of the Board

By: _____
Deputy Clerk

Date Signed by County: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

AMERICAN RESCUE PLAN
LOCAL FISCAL RECOVERY FUNDING AGREEMENT

THIS AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUNDING AGREEMENT ("Agreement") is entered into effective as of the date last executed (the "Effective Date") by and between **Polk County**, a political subdivision of the State of Florida (the "County"), 330 W. Church Street, Attn.: Budget and Management Director, Bartow, Florida 33831, and **Theatre Winter Haven, Inc.** ("Recipient"), a Florida not for profit corporation, **210 Cypress Gardens Blvd., Attention: Sara Beth Reynolds, Development Director, Winter Haven, Florida, 33880**

WHEREAS, pursuant to an agreement (the "SLFRF Agreement") with the U. S. Department of Treasury the County has received federal stimulus funding from the Coronavirus State and Local Fiscal Recovery Funds (the "ARP Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (the "Act"); and

WHEREAS, the Act authorizes the County to expend ARP Funds for the purpose of, among others, responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to small businesses and non-profit agencies, as outlined in the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and, when effective, its Final Rule (both and each, as applicable, the "SLFRF Rule"), and in accordance with all other applicable federal laws, regulations, rules, and guidance regarding the ARP Funds to include without limitation the U. S. Treasury Department's current version of its Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (collectively, the "SLFRF Guidance"); and

WHEREAS, the County retains discretion, consistent with the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance, to act on a countywide basis to ensure efficient and responsible use of available ARP Funds; and

WHEREAS, pursuant to the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance, all ARP Funds received by the County must be obligated no earlier than March 3, 2021, and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, the County desires to allocate a portion of the ARP Funds to support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing its economic harm to households, small businesses, nonprofits, and impacted industries; and

WHEREAS, the County has accordingly requested and received requests for an allocation of ARP Funds from small businesses and non-profit agencies located in Polk County, such as the Recipient, who (i) have requested the funds for programs, services, or capital expenditures that respond to the public health and negative impacts of the pandemic; or (ii) whose operations and financial conditions were negatively impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs, business disruption or closure, event cancellation or other similar circumstances occurring during the pandemic that created a financial hardship; and

WHEREAS, Applicant has submitted a written application (the "Application") to the County requesting an allocation of ARP Funds; and

WHEREAS, the County, by and through its Board of County Commissioners, has considered the Application and selected the Recipient for an award of ARP Funds in the amount set forth in Section 3 below, for those proposed uses(s) (the "Uses") specified in the Scope of Use attached hereto as Exhibit "A" and fully incorporated herein by reference, provided the Recipient only utilizes the ARP Funds for eligible uses as described in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance; and

WHEREAS, the Recipient has agreed to accept and use the awarded ARP Funds in accordance with the terms, conditions, requirements, and limitations stated in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF

Guidance, as each of the foregoing may from time to time be further amended, revised, supplemented, or restated in whole or in part, together with any other federal law, regulation, requirement, or guidance regarding the ARP Funds to include without limitation those stated within the prior referenced documents, and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties enter into this Agreement to memorialize and document the award of ARP Funds and the obligations and duties related thereto.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the COUNTY and the RECIPIENT hereby enter into this Agreement for the disbursement and use of ARP Funds, as further set forth and described below.

1. Recitals. The recitals set forth above are true and accurate and fully incorporated herein.

2. Term. The term of this Agreement shall be from the Effective Date through December 31, 2026, unless sooner terminated by the County.

3. Recipient's Use of ARP Funds; Payment; Repayment.

   (a) The County agrees to provide ARP Funds to Recipient in the amount of **Fifteen Thousand Dollars, ($15,000.00)** (the "Recipient Funds") as further provided in the Scope of Use. The Recipient Funds shall only be expended for the Uses described in the scope. At the sole discretion of the County, the Recipient Funds may be distributed in multiple tranches of varying amounts as the County shall determine based on the anticipated demands for such funds.

   (b) Unless the parties agree the Recipient Funds will be disbursed to Recipient by delivery of a check, the County will disburse the Recipient Funds via electronic funds transfer.

   (c) If the Recipient has not timely disbursed the Recipient Funds as stated in the Scope of Use and in accordance with this Agreement, then upon the County's request, the Recipient shall immediately return all such undistributed Recipient Funds to the County in accordance with instructions the County provides. Additionally, if Recipient disburses, distributes, or expends any portion of the Recipient Funds in violation of this Agreement due to negligence; willful misconduct; fraud, misrepresentation or other deceptive act; theft, embezzlement, conversion or other intentional wrongful act, or any other act of malfeasance, then the County may require the Recipient to repay or to reimburse the County the full amount of all such disbursements, distributions, or expenditures including any discovered after the expiration or other termination of the Agreement. This section shall survive the termination or expiration of the Agreement. Any return, repayment, or reimbursement of Recipient Funds shall be via electronic transfer to the County.

4. Ineligible Uses. The Recipient acknowledges and agrees that it shall not use any portion of the Recipient Funds for non-allowable uses specified under the Act, the SLFRF Rule, the SLFRF Agreement, or the SLFRF Guidance, including, without limitation, the following: (i) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; (ii) damages covered by insurance; (iii) usage of funds as a deposit into any pension fund; (iv) expenses that have been or will be reimbursed under any federal program; (v) debt service costs; (vi) contributions to a "rainy day" fund; or (vii) legal settlements.

5. Maintenance and Audit of Records; Performance Monitoring; Report Requirements.

   (a) Recipient agrees to maintain accurate and complete books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement, and in accordance with Florida's Public Records Act. Recipient further agrees to provide for audit purposes (upon request) all files, books, records, and documents pertaining to the expenditure or other distribution of the Recipient Funds which shall include without limitation

receipts, invoices, and other related documents. The Recipient shall retain all such records in a secure place within Polk County. Recipient hereby grants the County and its designated representatives - which may include any representative or agent of the state or federal government to include without limitation the State Inspector General's Office, and those identified in the Act, the SLFRF Rule, the SLFRF Guidance, or other applicable federal requirements, an absolute right of access to all Recipient's records pertaining to the Recipient Funds and this Agreement together with a right to review, copy and audit the same, and the right to access, meet, confer, and interview Recipient's employees, agents, and any person receiving benefit from the Recipient Funds, or any portion thereof. The records shall be made available to the designated reviewer(s) and auditor(s) upon written request. Recipient shall assure that all records will be retained for a period of seven (7) years after all services and activities related to this Agreement are concluded. Recipient shall assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned seven (7) year term, the records will be retained until seven (7) years from completion of the action and resolution of all issues which arise from it. If it is determined at any time during the course of an audit or otherwise that the Recipient used all or any portion of the Recipient Funds for an ineligible purpose, the Recipient shall promptly reimburse the County for such payment(s).

(b) The County, through its employees, contractors, or other designated representatives, shall have the right to review and monitor the Recipient's performance of its Agreement obligations. The Recipient shall cooperate with the County to provide all necessary access to do so.

(c) The Recipient shall regularly compile and submit reports to the County regarding Recipient's use and expenditure of the Recipient Funds. The reports shall be delivered, contain the content, and be formatted as the County will from time to time advise the Recipient so the County may fully comply with the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance as the same may be updated or revised during the Agreement term.

(d) The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Recipient's Representations and Warranties. Recipient hereby represents and warrants the following to the County:

(a) Recipient currently maintains a physical location in Polk County and has continuously maintained such physical location since at least January 1, 2021.

(b) Recipient has thoroughly reviewed the terms and conditions of this Agreement and the SLFRF Agreement, as well as the SLFRF Rule and the SLFRF Guidance, both available at: *https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds*, has consulted with its own legal counsel on these matters to the extent it desires to do so, and enters into this Agreement freely and of its own accord.

(c) All information contained in the Application was true and correct at the time of submission and remains true and correct as of Recipient's signing of this Agreement.

(d) The person executing this Agreement on behalf of the Recipient has the full power and authority to do so and is authorized to bind the Recipient.

(e) The Recipient shall only use the Recipient Funds for eligible purposes as set forth in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance as each of the foregoing may from time to time be further amended, revised, supplemented, or restated in whole or in part, together with any other federal law, regulation, requirement, or guidance regarding the ARP Funds, and in accordance with the terms and conditions of this Agreement, for eligible costs for the Uses which Recipient incurs between March 3, 2021 through December 31, 2024, and are expended by Recipient no later than December 31, 2026.

7. Federal Requirements. Recipient acknowledges that the United States Government has provided all or a portion of the Recipient Funds. To fulfill certain federal requirements associated with the receipt of the Recipient Funds, Recipient shall comply with the applicable supplemental conditions attached hereto as Exhibit "B" and fully

incorporated herein by reference, and will also execute and deliver to the County the certifications attached hereto as Exhibit "C" and Exhibit "D", respectively.

8. Assurances. Recipient shall comply with all applicable Federal, State, and County constitutions, laws, ordinances, codes, and regulations now in effect and hereafter adopted in the performance of this Agreement. The Recipient's governance documents (e.g., Bylaws, Policies and Procedures, Articles of Incorporation, etc.) shall also regulate the program operation of Recipient. Any conflict or inconsistency between the Federal, State, or County guidelines and regulations, Recipient's governance documents, and this Agreement shall be resolved in favor of the most restrictive regulations. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Recipient receives Federal financial assistance. Recipient shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status. Recipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, Recipient shall immediately disclose such situations to the County and the County Attorney's Office for review. In accordance with the Drug Free Workplace Act of 1988, Recipient certifies that it has a policy designed to ensure that the Recipient's workplace is free from the illegal use, possession, or distribution of drugs or alcohol. Recipient is in compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Additionally, Recipient shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements, if applicable.

9. Default and Remedy. If Recipient fails to comply with any Agreement provisions and cure such non-compliance within seven (7) days after receiving written notice from the County, the County may withhold, temporarily or permanently, all or any unpaid portion of the Recipient Funds or of any invoiced amount which are in dispute until such failure is cured. In addition to the foregoing, upon any uncured default the County may also pursue any other available legal or equitable remedy.

10. Indemnification. Recipient shall indemnify and hold harmless the County, its agents, and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, or employees may be subjected to by reason of injury to person or death or property damage, resulting from, arising out of or related to any action or commission, omission, negligence or fault of Recipient in connection with (i) this Agreement, including, without limitation, any default hereof or misrepresentation made hereunder, (ii) Recipient's performance of any services listed in the Application, or (iii) any use of the Recipient Funds. Additionally, Recipient shall indemnify and hold harmless the County, its agents, and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon, arising out of or related to the violation of any Federal, State, County or City constitution, law, ordinance, or regulation by Recipient. Funds made available pursuant to this Agreement shall not be used by Recipient for the purpose of initiating or pursuing litigation against the County. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Entire Agreement. The entire agreement between the parties is set forth herein and contained within this document and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.

12. Law and Venue. The County and Recipient agree that all activities shall be governed in all respects by the laws of the State of Florida, and venue shall be in the state courts of Polk County, Florida or the United States District Court for the Middle District of Florida located in Hillsborough County, Florida.

13. Severability. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

14. 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.

15. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Recipient (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Recipient is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement. The Recipient 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 Recipient shall have no right to speak for or bind the County in any manner.

16. Assignment. This Agreement and each parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the other party.

17. Notice. Any notice required to be provided hereunder shall be in writing, directed to the respective party at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service. Notice will be effective upon receipt or upon refusal to accept receipt.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective authorized representatives as of the Effective Date defined above.

Theatre Winter Haven, Inc.
a Florida not for profit corporation

By: _____

Name: DANIEL J. CHESNICKA

Title: PRODUCING DIRECTOR

ATTEST:

By: Sara Beth Wyatt

Name: Sara Beth Wyatt

Title: Development Director

Date Signed by Recipient: 3·10·22

POLK COUNTY, a political subdivision of the State of Florida

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

P.52

ATTEST:
Stacy M. Butterfield, Clerk of the Board

By: Alison Holland
Deputy Clerk

Date Signed by County: 4/5/22

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT "A"
SCOPE OF USE
Party we are entering the agreement with:
Theatre Winter Haven, Inc.
Purpose of the program awarded the funding:
The students attending this program will experience a different art form each week including mural painting, playwriting, musical instrument creation, African Drumming, Dance Therapy, and ensemble theatre work.
Community to be served:
The program will consist of 70 students K-8 who are predominately students of color coming from homes of low socioeconomic status.
Amount of the agreement:
$15,000
Performance Measures for the program:
1. Provide program attendance sign up sheets
2. Provide curriculum list (including field trips)
3. Report the dates and times of the field trips with a list of students who have attended
4. Report on the transportation such as locations visited
5. Provide progress reports on students as well as students self-confidence surveys before and after the program
Federal required documentation to validate reimbursement
1. Quote packages if applicable
2. Contracts for purchases
3. Purchase orders if applicable
4. Invoices/Itemized Receipts
5. Proof of payment
a. Check and bank statement
b. Money order
c. Cash receipt
d. Electronic receipt
e. Bank statement
6. Payroll records (required to show time and wage)
a. Timecards (include name and date)
b. Proof of payment to employee

c. Cash receipt

d. Electronic receipt

e. Bank statement

7. Before and after photos if applicable

Project timeframes:

January 2022-December 2022 to track progress at quarterly intervals beginning at the mark of the first event.

Quarterly deadlines to be reported to the Budget Office as follows or until the funding has been completely disbursed at which time additional dates will be given:

- April 5, 2022 covering the period January 2022-March 2022
- July 5, 2022 for the period April 2022-June 2022
- October 5, 2022 for the period July 2022-September 2022
- January 5, 2023 for the period October 2022-December 2022
- April 5, 2023 covering the period January 2023-March 2023
- July 5, 2023 for the period April 2023-June 2023
- October 5, 2023 for the period July 2023-September 2023
- January 5, 2024 for the period October 2023-December 2023
- April 5, 2024 covering the period January 2024-March 2024

Disbursement of funding:

by reimbursement process, receipts should be bundled in at least $2500 packages. Itemized receipts will be submitted on County supplied spreadsheet. Once all documentation is validated, the organization will be reimbursed for the submitted amount requested. If there are any outstanding questions/receipts, the receipt in question will come off of the reimbursement

In the event all funding is not utilized:

The organization will need to submit another proposal/application. In the new proposal, the awardee must detail why the supplemental items will be needed. The new proposal/application is not a guaranteed approval by the Board.

Administrative Fees

Not to exceed 10% of total award

Theatre Winter Haven – Northeast Arts Program

TIMELINE

Pilot Session
March 28 - May 20, 2022 (8 Weeks)
Pilot Budget: $5,200

Summer Session
June 6 - August 5, 2022 (9 weeks)
Summer Budget: $4,900

Fall Session
August 15 - December 9, 2022 (16 weeks)
Fall Budget: $4,900

SCOPE

- Each session will take place at the Northeast Recreational Center twice a week for 90 minutes.
- Students will experience a different art form each week including mural painting, playwriting, musical instrument creation, African Drumming, Dance Therapy, and ensemble theatre work.
- Partnering with the community center to monitor student success academically based on their school report cards
- Students will complete our "Self-Confidence Survey" at the start of the program, at the mid-point, and during the last week of the program.
- Students will be taken on at least 2 field trips to local arts organizations during each term. They will also be invited to attend other events hosted by local arts organizations at no charge.

Theatre Winter Haven - Northeast Arts		
Instructors	$	6,250.00
Supplies	$	1,750.00
Guest Artists	$	1,500.00
Field Trips	$	3,500.00
Transportation	$	1,000.00
Misc	$	1,000.00
TOTAL	$	15,000.00

EXHIBIT "B"

FEDERAL SUPPLEMENTAL CONDITION

The following conditions are supplemental to the other Agreement terms and conditions. When there is conflict these Supplemental Conditions prevail unless other Agreement terms and conditions are stricter.

1. **Equal Employment Opportunity**. (*Applicable to construction contracts only*)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions.

including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contract Work Hours and Safety Standards Act**.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the 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.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

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

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order."

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

9. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

EXHIBIT "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: THEATRE WINTER HAVEN

DATE: 03/10/22

EXHIBIT "D"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned THEATRE WINTER HAVEN certifies, to the best of his or her knowledge, that:
(Contractor)

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, THEATRE WINTER HAVEN certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

DANIEL J. CHESNICKA
Name and Title of Contractor's Authorized Official

03/10/22
Date

Agenda Item R.13. 4/21/2026

SUBJECT

Approve Land Purchase Agreements in conjunction with the purchase of conservation preservation properties located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Porter parcel ($10,000 one-time expense)

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed agreements for the sale of their properties.

Approving the following agreement will allow the County to purchase and take ownership of the subject properties. It will also allow the parcels to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Pamela L. Porter and Polk County for the purchase of Parcel ID Numbers 273026-000000-042100 & 273128-000000-012010 for the amount of $10,000. The properties are vacant, rectangular-shaped parcels containing approximately 1.25 acres each, lying in Section 26, Township 30 South, Range 27 East and Section 28, Township 31 South, Range 27 East.

RECOMMENDATION

Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $10,000 for the purchase.

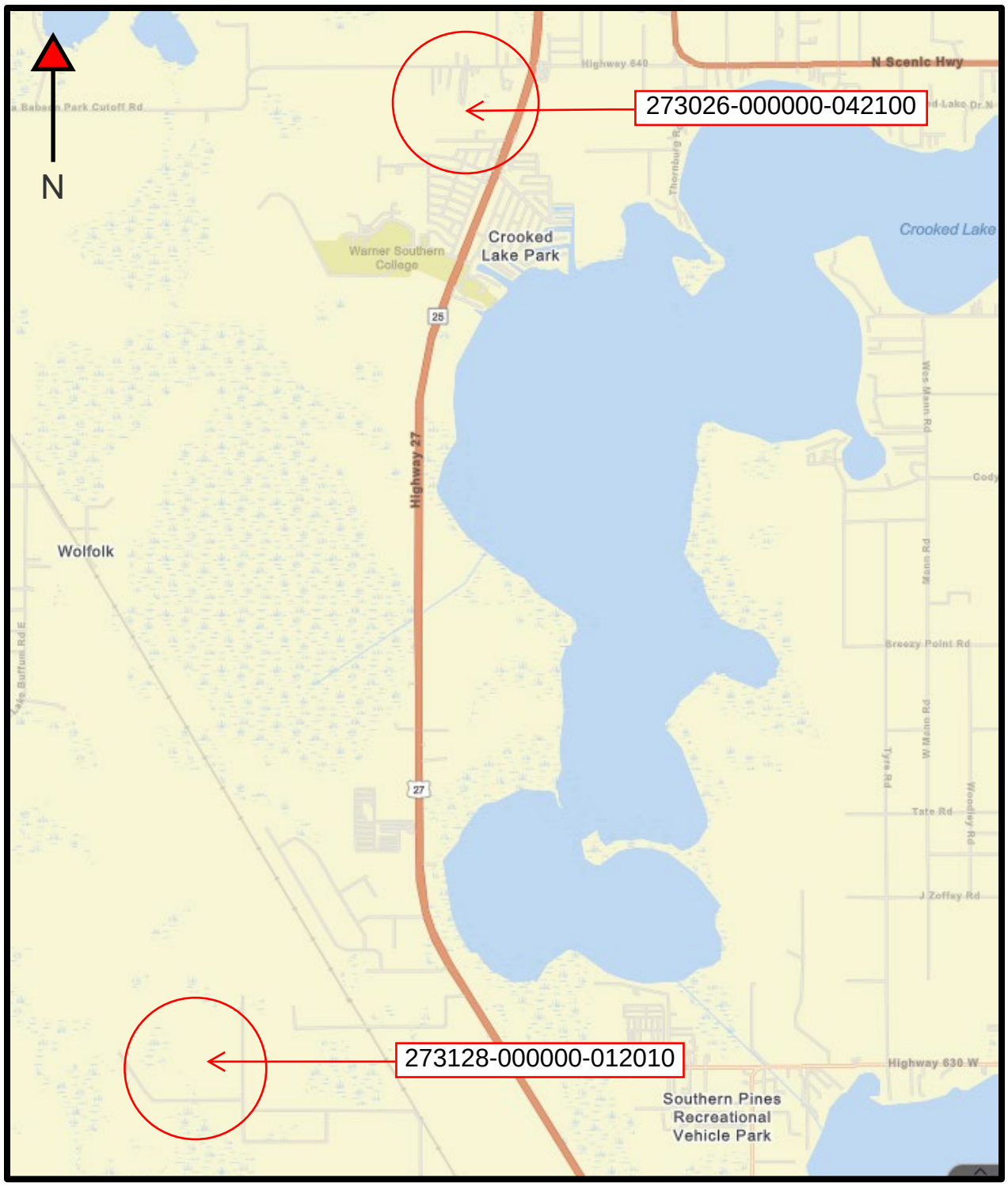
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

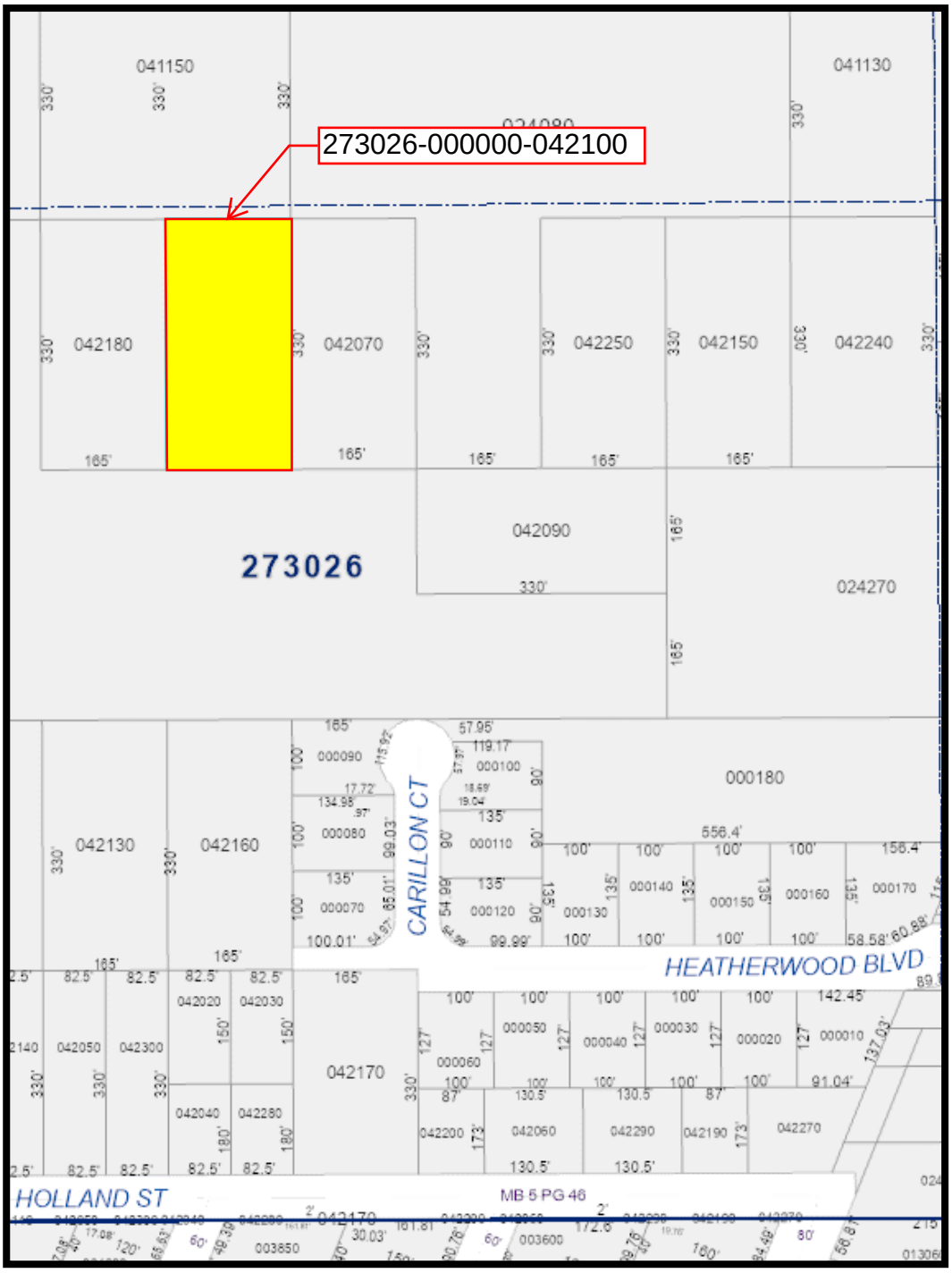
R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 26, Township 30 South, Range 27 East

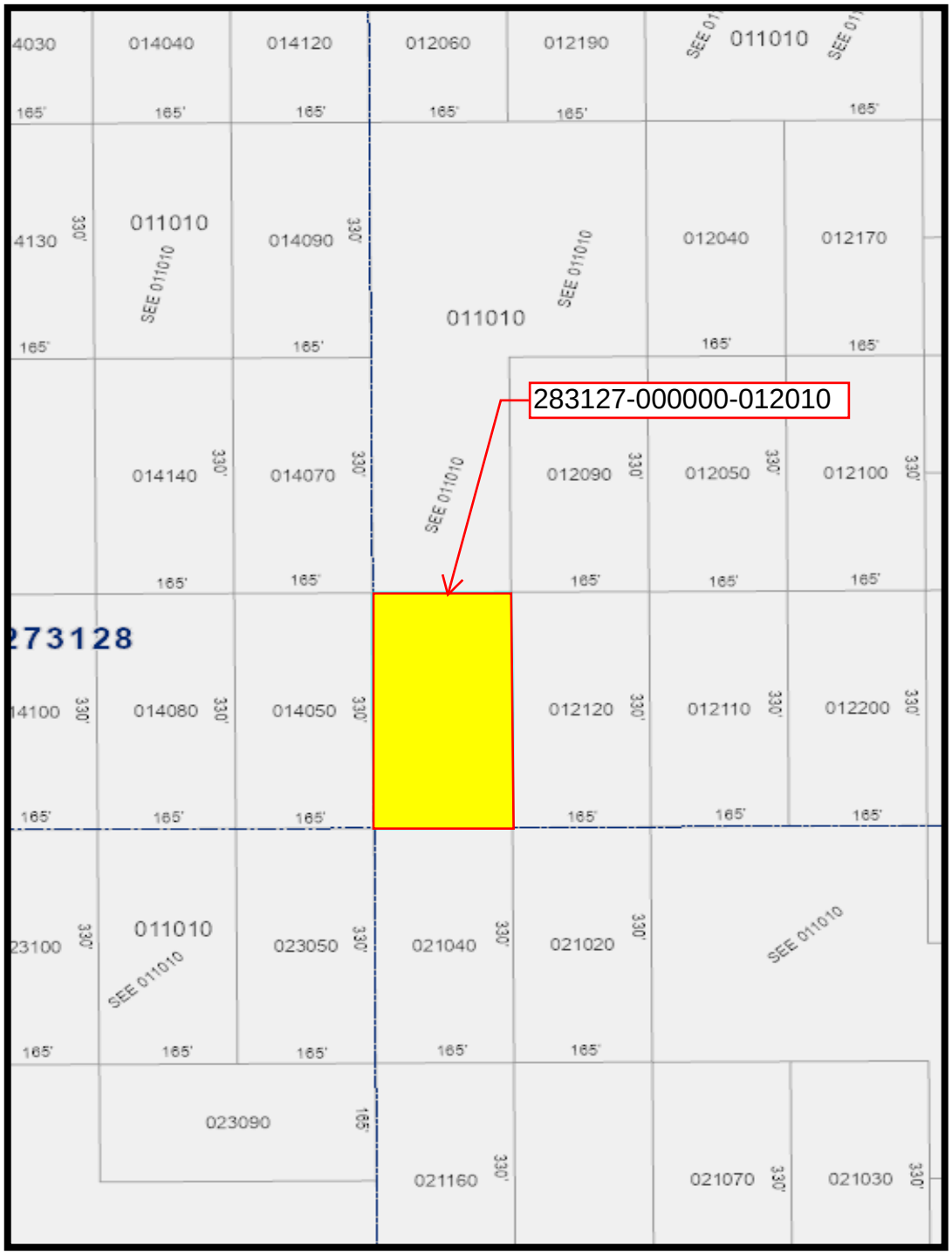


Section 28, Township 31 South, Range 27 East

SECTION 26, TOWNSHIP 30 SOUTH, RANGE 27 EAST



SECTION 28, TOWNSHIP 31 SOUTH, RANGE 27 EAST



Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273026-000000-042100 & 273128-000000-012010

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 25th day of February, 2026, between **Pamela L. Porter, sole heir of the Estate of Margaret Ann Porter, deceased** whose mailing address is 981 Greenview Street, Crown Point, Indiana 46307, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the lands identified as **Parcel ID Numbers 273026-000000-042100 and 273128-000000-012010** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres each, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **$10,000.00 (Ten Thousand Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $10,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available. Purchaser will be responsible for current year taxes for which no tax bill is available yet. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owner shall be responsible for the payment of all real estate fees or commission due, if any, and any payment(s) due will be deducted at closing from Owner's proceeds. Purchaser represents it has not incurred the services of a broker.

(e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: Melanea Hough

Melanea D. Hough, Professional Real Estate Services

OWNER:

By: Pamela L. Porter

Pamela L. Porter, sole heir of the Estate of Margaret Ann Porter, deceased

APPROVED BY:

By: 3/3/26

R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

Tract No. 293: The East 165 feet of the West 1815 feet of the North 330 feet of the South 1320 feet of the Southwest 1/4 of Section 26, Township 30 South, Range 27 East. The North 30 feet thereof subject to an easement for road right of way.

Being Parcel I.D. #273026-000000-042100

Being the same property described in that certain Warranty Deed recorded in Official Records Book 1935 at Page 1986, Public Records of Polk County, Florida.

AND

The East 165 feet of the West 2805 feet of the South 330 feet of the North 2640 feet of the North 3/4 of the East 3/4 of Section 28, Township 31 South, Range 27 East. The North 30 feet thereof subject to an easement for road right of way.

Being Parcel I.D. #273128-000000-012010

Being the same property described in that certain Warranty Deed recorded in Official Records Book 1632 at Pages 386 and 387, Public Records of Polk County, Florida.

Polk County

Board of County Commissioners

Agenda Item R.14. 4/21/2026

SUBJECT

Adopt a resolution authorizing the Real Estate Services Director, or their designee, to sign and submit vouchers for SHIP program funds to closing agents.

DESCRIPTION

In conjunction with the State Housing Initiatives Partnership Act ("SHIP") the County identified Purchase Assistance as a strategy in its Local Housing Assistance Plan. The Purchase Assistance awards SHIP program funds to households that qualify for payment toward down payment and closing cost expenses incurred during the purchase of a newly constructed or existing home. The County previously utilized a vendor to perform these services; however, the services have recently been transitioned in-house through the joint efforts of the Housing and Neighborhood Development Office ("HND") and Real Estate Services Division ("RES"). In order to more efficiently provide these services when utilizing County forces, in October 2025 the Board adopted Resolution 2025-134 which authorized the Real Estate Services Director to sign and submit voucher requests necessary for the release and transfer of County-held SHIP funds, upon HND review and approval, to closing agents SHIP Purchase Assistance payments not to exceed $50,000. Since that time the in-house administration of this program, and the transfer of funds, has been a success. Due to the nature of the real estate closing and mortgage approval processes, program funds are typically authorized and initiated 48 hours prior to the individual closings. Based on the structure of the current resolution in the event that the Real Estate Services Director is unavailable, the closing could be unnecessarily delayed. To alleviate this eventuality, it is requested the Board adopt a new resolution which would allow the Real Estate Services Director to designate an individual to sign and submit voucher requests in their stead during periods of absences.

RECOMMENDATION

Request Board adopt a resolution authorizing the Real Estate Services Director, or their designee in the Director's absence, to sign and submit voucher requests necessary for the release and transfer of County-held SHIP funds, upon HND review and approval, to a closing agent for payment towards a qualified household's down payment and closing cost expenses for individual transactions in which the total SHIP Purchase Assistance does not exceed $50,000.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE REAL ESTATE SERVICES DIRECTOR OR THEIR DESIGNEE TO SIGN AND SUBMIT VOUCHERS FOR THE RELEASE AND TRANSFER Of COUNTY-HELD SHIP PROGRAM FUNDS TO A CLOSING AGENT FOR PAYMENT TOWARD A QUALIFIED HOUSEHOLD'S DOWN PAYMENT AND CLOSING COST EXPENSES

WHEREAS, pursuant to Sections 420.907-9079, Florida Statutes, the State Housing Initiatives Partnership Act (the "SHIP Act"), the Polk County Board of County Commissioners (the "County") identified Purchase Assistance as a strategy in the County's Local Housing Assistance Plan (LHAP); and

WHEREAS, on October 21, 2025, the Board adopted Resolution 2025-134 authorizing the Real Estate Services Director to sign and submit vouchers necessary for the release and transfer of County-held SHIP funds to a closing agent for payment toward a qualified household's down payment and closing cost expenses when the total SHIP Purchase Assistance provided to the qualified household does not exceed the sum of FIFYT THOUSAND DOLLARS ($50,000.00); and

WHEREAS, the County deems it more efficient to allow the Real Estate Services Director's designee to sign and submit vouchers in the Real Estate Director's absence.

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AT ITS DULY NOTICED REGULAR MEETING CONDUCTED THAT:

Section I. The Real Estate Services Director, or their designee in the Director's absence, is hereby authorized to sign and submit vouchers necessary for the release and transfer of County-held SHIP funds to a closing agent for payment toward a qualified household's down payment and closing cost expenses when the total SHIP Purchase Assistance provided to the qualified household does not exceed the sum of FIFTY THOUSAND DOLLARS ($50,000.00).

Section II. This resolution shall take effect immediately upon adoption.

DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 21ST DAY OF APRIL, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By:_____
Martha Santiago, Ed.D., Chair

Polk County

Board of County Commissioners

Agenda Item R.15. 4/21/2026

SUBJECT

Approve Amendment to Lease No. 357 between Polk County and The Auburndale Chamber of Commerce, Inc. (No fiscal impact)

DESCRIPTION

The Auburndale Chamber of Commerce, Inc. (the “Chamber”) is a nonprofit corporation organized to serve Auburndale and Polk County citizens by providing individuals and businesses with opportunities for economic growth within the community. The Chamber has leased office space within the Polk County Tourism and Sports Marketing Headquarters located at 2701 Lake Myrtle Park Road in Auburndale since June of 2019. A new addition was recently added to the building and the County and the Chamber have mutually agreed to relocate the Chamber’s offices to the new addition. An Amendment to Lease No. 357 has been prepared which revises the lease location to Office Numbers 101, 102 and 104 with all other terms and conditions of the original lease remaining the same. Approving the above-mentioned Amendment will allow the Chamber to relocate to the new office space to continue to provide its services to the community.

RECOMMENDATION

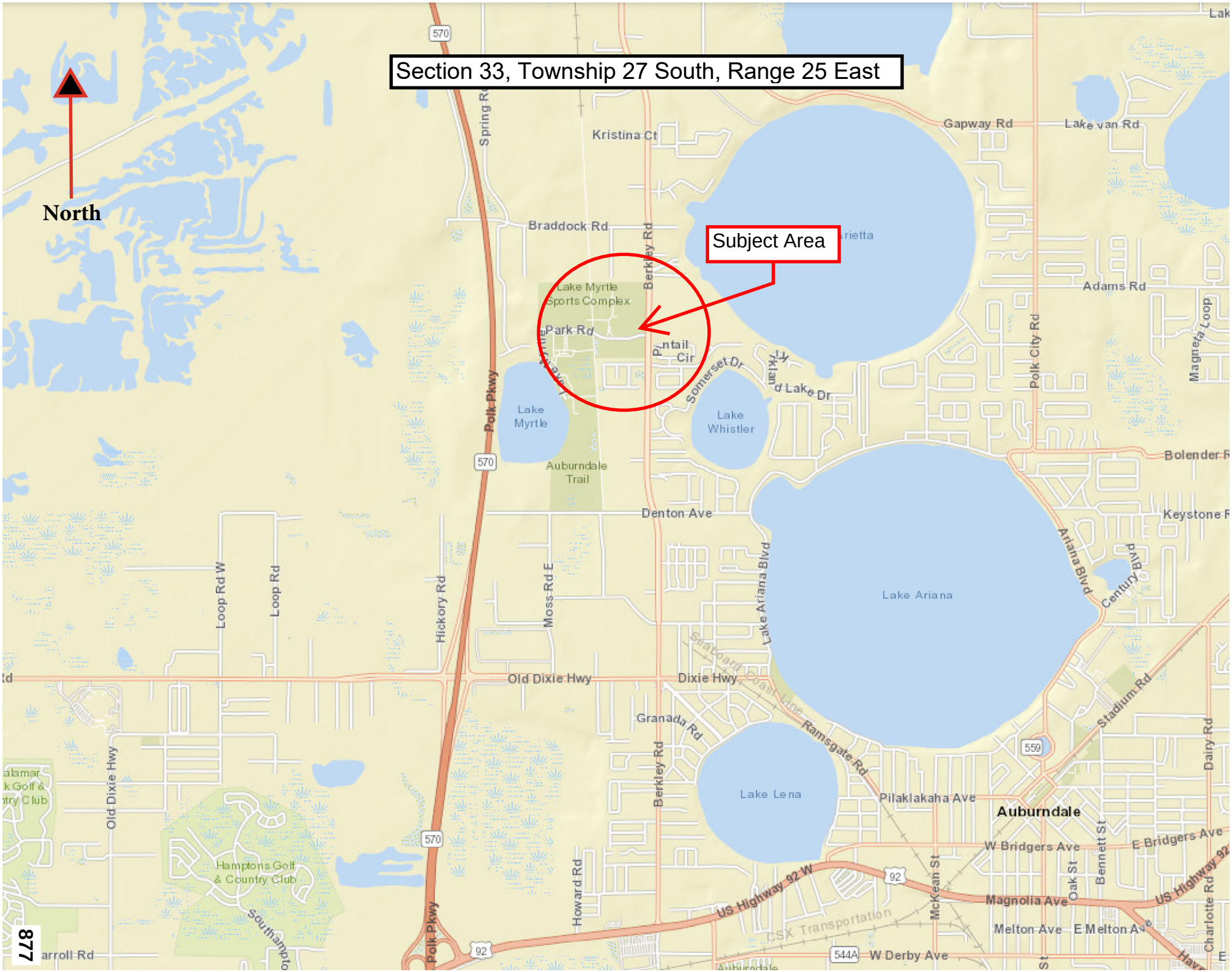
Request Board approve the aforementioned Amendment to Lease No. 357 with The Auburndale Chamber of Commerce, Inc..

FISCAL IMPACT

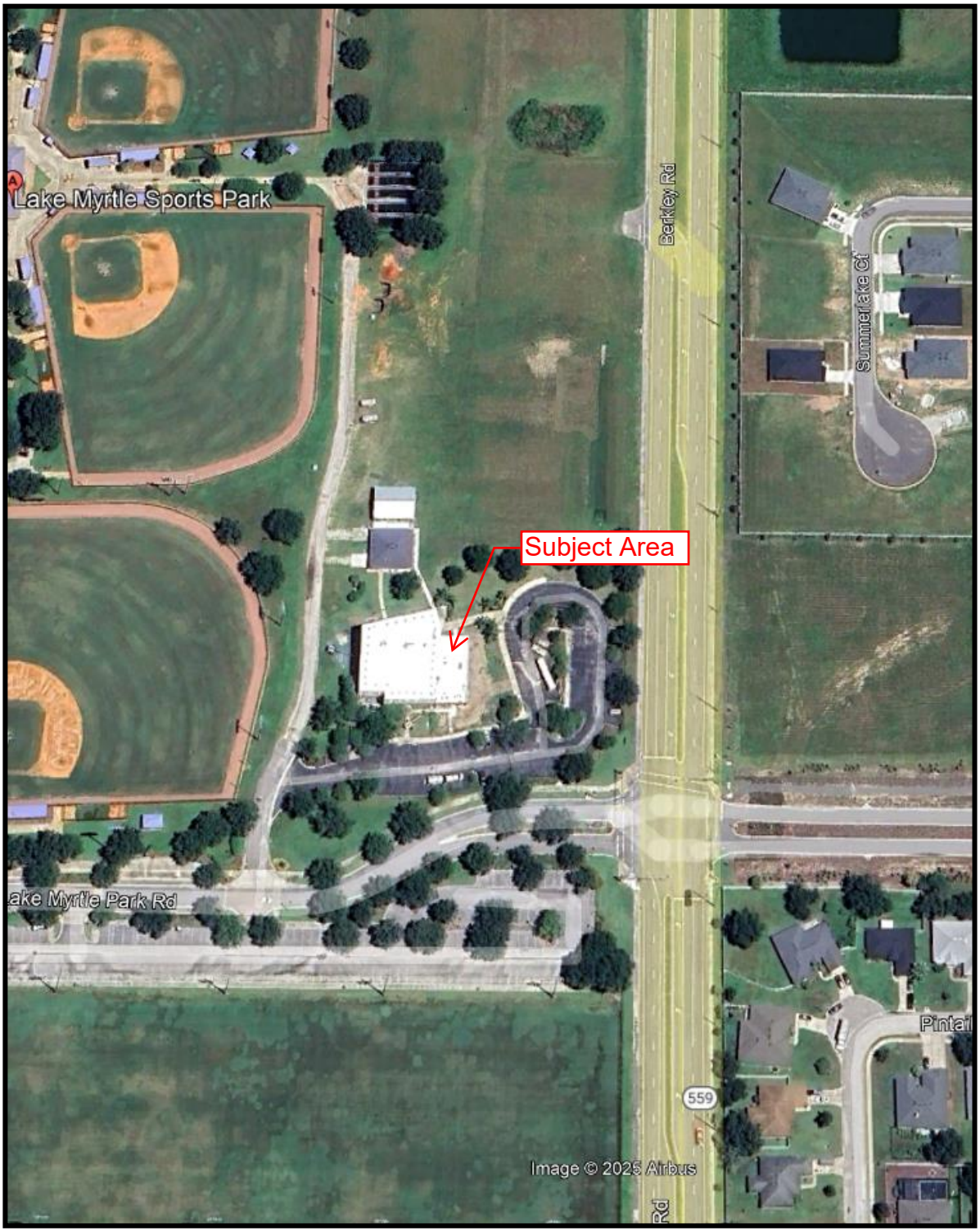
No fiscal impact.

CONTACT INFORMATION

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


Section 33, Township 27 South, Range 25 East
North
Subject Area
Kristina Ct
Gapway Rd
Lake van Rd
Braddock Rd
Berkley Rd
Lake Myrtle Sports Complex
Park Rd
Pintail Cir
Somerset Dr
Lake Dr
Adams Rd
Polk City Rd
Magnolia Loop
Polk Pkwy
Lake Myrtle
Lake Whistler
Auburndale Trail
Bolender R
Denton Ave
Keystone R
Lake Ariana Blvd
Ariana Blvd
Century Blvd
Lake Ariana
Loop Rd W
Loop Rd
Hickory Rd
Moss Rd E
Old Dixie Hwy
Dixie Hwy
Seaboard Coast Line
Granada Rd
Ramsgate Rd
Stadium Rd
Dairy Rd
Lake Lena
Pilaklakaha Ave
Auburndale
W Bridgers Ave
E Bridgers Ave
Bennett St
Oak St
McKean St
US Highway 92 W
US Highway 92
Magnolia Ave
Melton Ave
E Melton Ave
CSX Transportation
W Derby Ave
Charlotte Rd
Howard Rd
Hamptons Golf & Country Club
Southampton
Old Dixie Hwy
Carroll Rd
570
92
559
544A
877

SECTION 33, TOWNSHIP 27 SOUTH, RANGE 25 EAST



AMENDMENT TO LEASE NO. 357
LEASE AGREEMENT

THIS AMENDMENT TO LEASE ("the Amendment"), made effective as of the 1st day of June 2026 ("Effective Date") between **POLK COUNTY**, a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830, and **THE AUBURNDALE CHAMBER OF COMMERCE, INC.,** a Florida not for profit corporation (the "Tenant"), whose address is 2701 Lake Myrtle Park Road, Auburndale, Florida 33823.

RECITALS

WHEREAS, the Landlord and the Tenant entered into that certain Lease Agreement ("the Agreement") commencing on June 1, 2019, whereby the Tenant leases office space and shared use of other common space areas located on certain real property whose address is 2701 Lake Myrtle Park Road, Auburndale, Florida 33823; and

WHEREAS, an addition was constructed on the original building, and the Tenant has requested, and the Landlord has agreed to relocate to new offices within the addition described and depicted on Exhibit "A" attached hereto; and

WHEREAS the Landlord and the Tenant agree to leasing office numbers 101, 102, and 104.

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Recitals set forth above are true, correct, and incorporated by this reference.

2. This Amendment shall have the same terms, conditions, and provisions as currently existing under the Agreement.

3. Neither party is in default of the Agreement, and each party is presently unaware of any fact or circumstance that would constitute a default by the other party under the Agreement.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. The Agreement as amended by this Amendment remains in full force and effect.

IN WITNESS WHEREOF, the Tenant hereto has executed this Agreement by its duly authorized representative as of the Effective Date.

WITNESSES:

Witness #1 Signature

Printed Name: Maurette Gardner
Address: 10 Bobby Green Plaza Auburndale FL 33823

Witness #1 Signature

Printed Name: Carelia Benitez
Address: 10 Bobby Green Plaza Auburndale, FL 33823

AUBURNDALE CHAMBER OF COMMERCE, INC.

By: _____
Shannon Cornell, President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 26th day of March, 2026, by, Shannon Cornell, President, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

DIANNA JONES
MY COMMISSION # HH395442
EXPIRES: May 07, 2027

Notary Public

Print Name Dianna Jones

IN WITNESS WHEREOF, the Landlord hereto has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

STACY M. BUTTERFIELD

Clerk of Courts

By: _____
Deputy Clerk

POLK COUNTY,

a political subdivision of the State of Florida

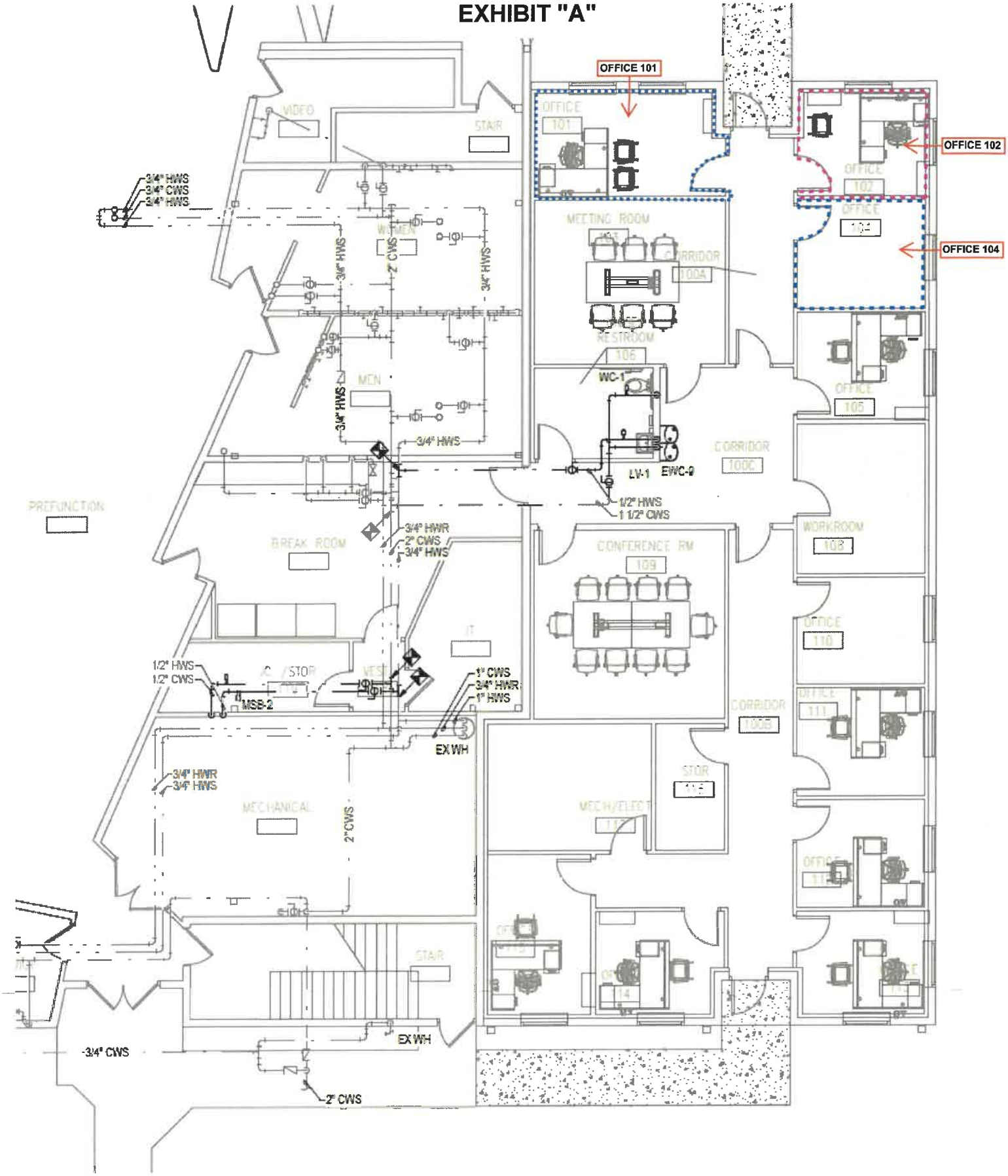
By: _____
Martha Santiago, Ed.D., Chair

Date: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT "A"


OFFICE 101
OFFICE 102
OFFICE 104
VIDEO
STAIR
OFFICE 101
OFFICE 102
OFFICE 104
MEETING ROOM
CORRIDOR 100A
WOMEN
MEN
RESTROOM 106
WC-1
OFFICE 105
CORRIDOR 100C
LV-1
EWC-9
PREFUNCTION
BREAK ROOM
CONFERENCE RM 109
WORKROOM 108
OFFICE 110
OFFICE 111
CORRIDOR 100B
IT
A/V STOR
MSB-2
STOR 113
MECHANICAL
MECH/ELEC 112
OFFICE 114
EX WH
3/4" HWS
3/4" CWS
3/4" HWS
2" CWS
3/4" HWS
3/4" HWS
3/4" HWS
1/2" HWS
1 1/2" CWS
3/4" HWR
2" CWS
3/4" HWS
1/2" HWS
1/2" CWS
1" CWS
3/4" HWR
1" HWS
3/4" HWR
3/4" HWS
2" CWS
3/4" CWS
2" CWS

Polk County

Board of County Commissioners

Agenda Item R.16. 4/21/2026

SUBJECT

Accept Quit Claim Deed for properties being donated for conservation preservation, High Country Holdings, Inc. parcels. (No fiscal impact)

DESCRIPTION

The County's Land Donation Program allows property owners to donate property to the County for which there is a need or use by the County. A representative for the owner of two parcels of land located within Polk County contacted the County and offered to donate the properties. The properties, identified as Parcel ID Number 262620-000000-021250 and Parcel ID Number 262630-000000-032230, are vacant, non-contiguous, rectangular shaped parcels located to the north Interstate 4 between Sweet Hill Road and Old Grade Road. The County's staff reviewed the parcels and determined that there is a use for the properties as they are located within a recognized State Conservation area known as the Green Swamp Florida Forever Board of Trustees Project Area. The subject properties are both rectangular-shaped parcels containing a total of approximately 1.88 acres and have very little market value with limited or no access.

Craddock Diversified Enterprises, Inc., n/k/a High Country Holdings, Inc., acquired the properties in 1990. The authorized representative for the owner has executed and delivered a Quit Claim Deed to the County for the conveyance of the properties. Accepting and approving the Quit Claim Deed will allow the County to take ownership of the properties being donated to be utilized for conservation purposes.

RECOMMENDATION

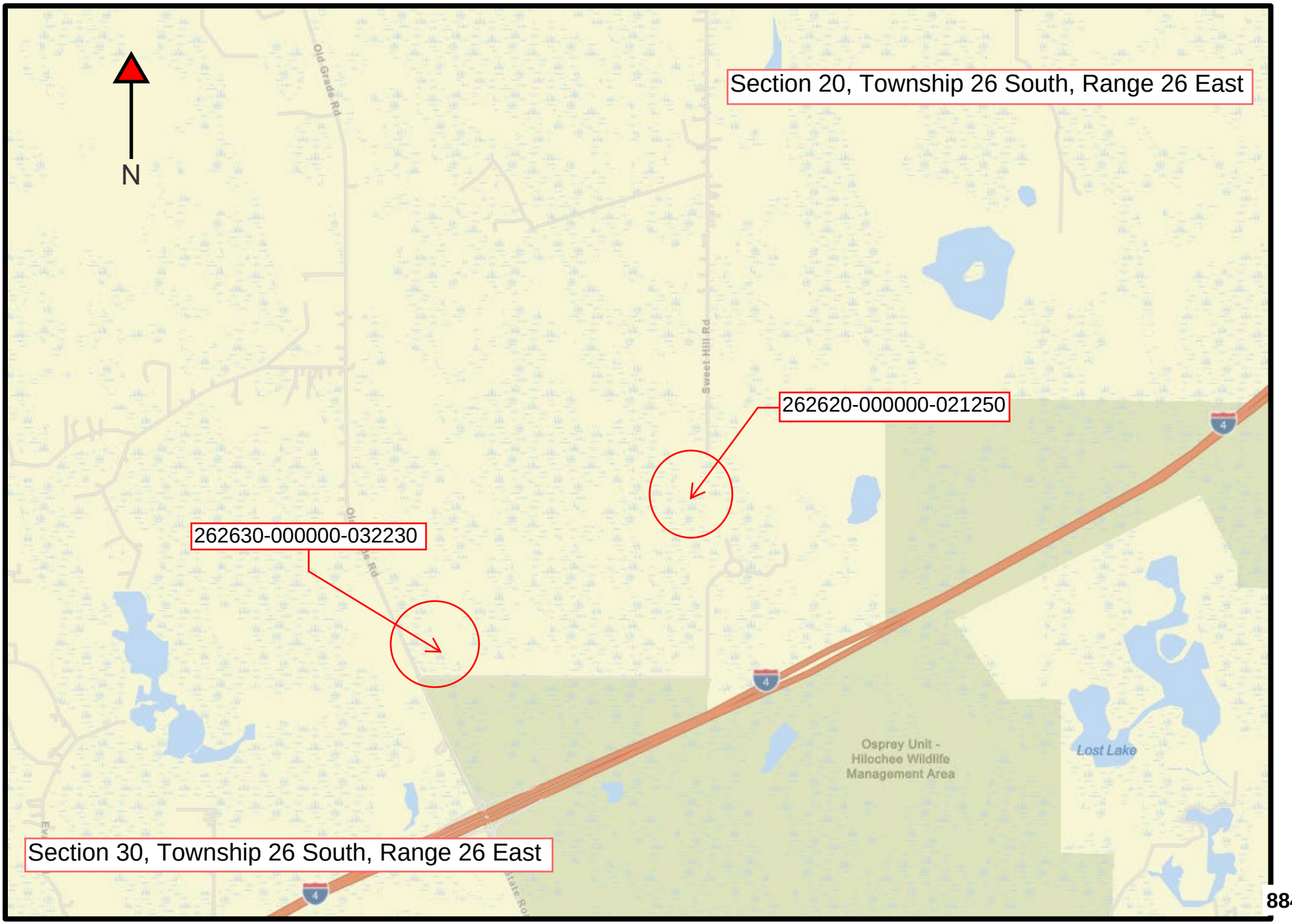
Request Board accept the aforementioned Quit Claim Deed.

FISCAL IMPACT

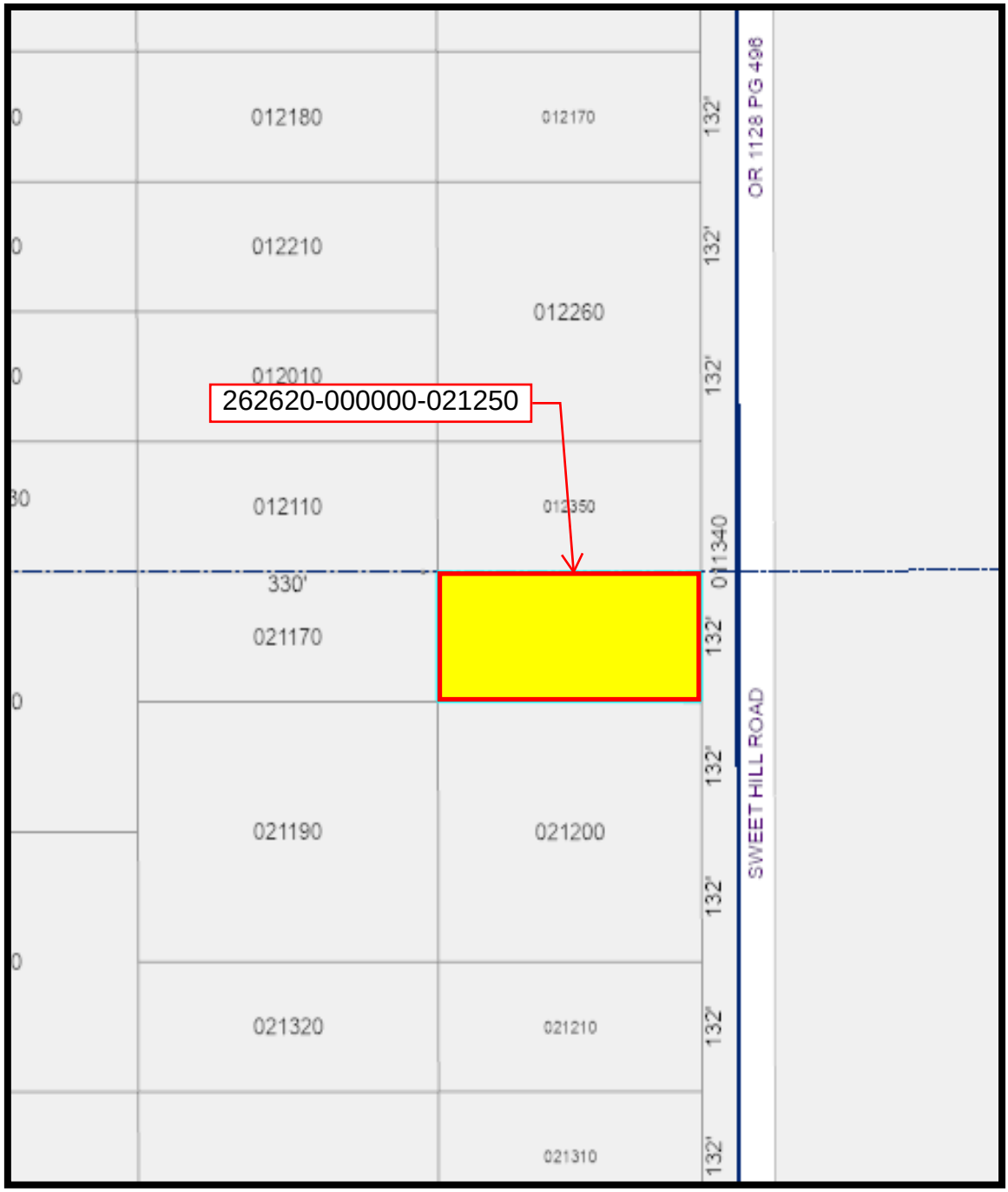
No fiscal impact.

CONTACT INFORMATION

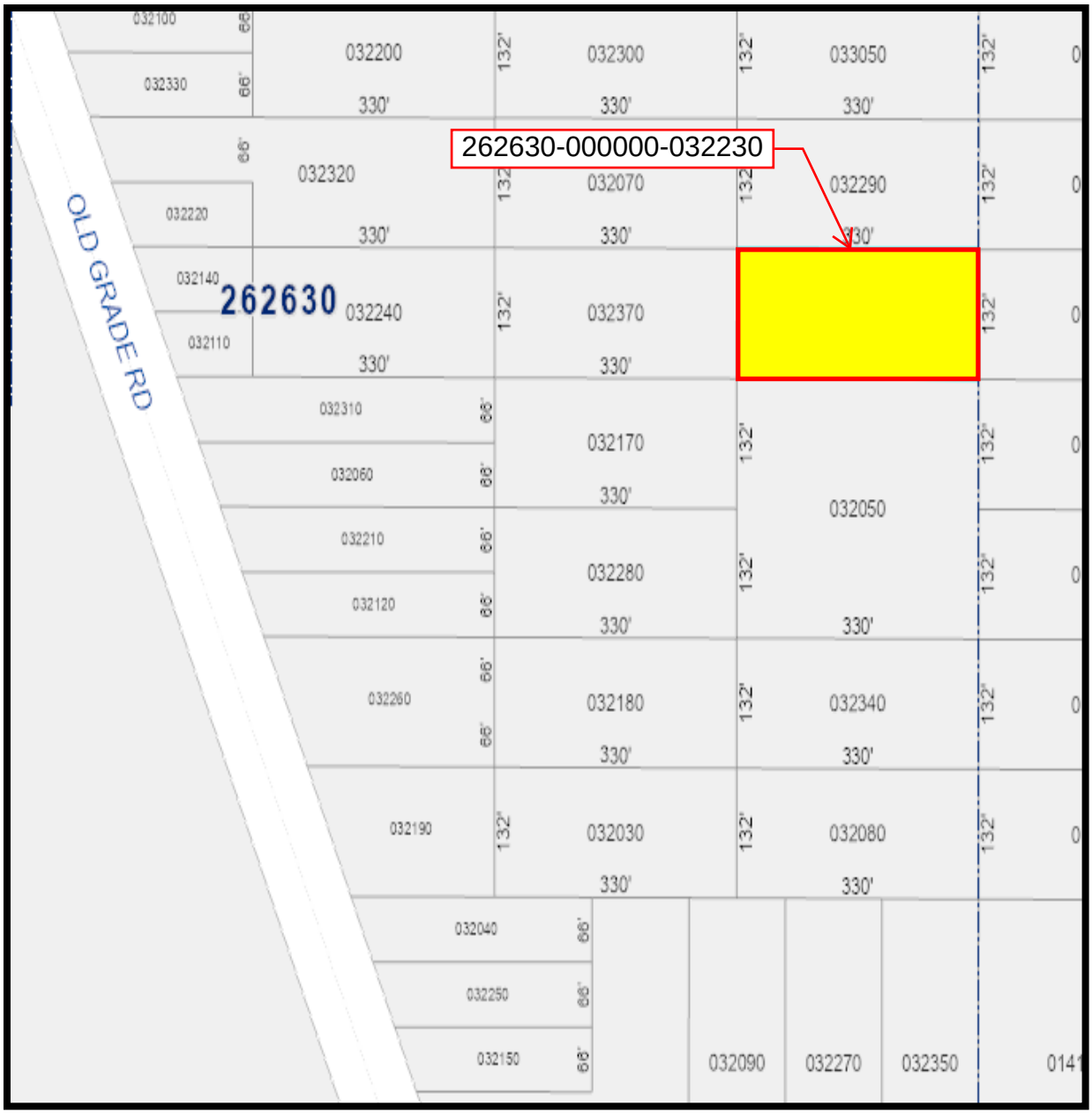
R. Wade Allen, Director
Real Estate Services
863-534-2577


N
Section 20, Township 26 South, Range 26 East
262620-000000-021250
262630-000000-032230
Section 30, Township 26 South, Range 26 East
Old Grade Rd
Sweet Hill Rd
Osprey Unit -
Hilochee Wildlife
Management Area
Lost Lake
4

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 26 EAST



SECTION 30, TOWNSHIP 26 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Melanea Hough
Conservation Preservation
Parcel I.D. No.: 262620-000000-021250 & 262630-000000-032230

QUIT CLAIM DEED

THIS INDENTURE, made this 27th day of March, 2026, between **HIGH COUNTRY HOLDINGS, INC f/k/a CRADDOCK DIVERSIFIED ENTERPRISES, INC.,** whose mailing address is 337 E. Pikes Peak Avenue, Suite 200, Colorado Springs, Colorado 80903, Grantor, and **POLK COUNTY,** a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to the Grantee, its successors and assigns forever the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

The East 330.0 feet of the South 132.0 feet of the North 1716.0 feet of the Northwest 1/4 of Section 30, Township 26 South, Range 26 East, Polk County, Florida.

AND

The North 132.0 feet of the East 330.0 feet of the Southeast 1/4 of Section 20, Township 26 South, Range 26 East, Polk County, Florida.

Being the same property described in that certain Warranty Deed recorded in Official Records Book 2910 at Page 0165, Public Records of Polk County, Florida.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed in its name the date first written above.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness

Print Name Catherine Balboa

Address 3803 N. Chestnut St. Colorado Springs, CO 80907

Witness

Print Name Emily Adeline Bell

Address 1701 S Mills Ave #C3 Lodi, CA 95242

HIGH COUNTRY HOLDINGS, INC.
F/K/A CRADDOCK DIVERSIFIED ENTERPRISES, INC.

By: _____
Matthew R. Craddock, as President

STATE OF Colorado

COUNTY OF El Paso

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 27th day of March, 2026 by Matthew R. Craddock, as President of High Country Holdings, Inc., f/k/a Craddock Diversified Enterprises, Inc., who [X] is personally known to me or [ ] has produced _____ as identification.

(AFFIX NOTARY SEAL)

MAHLEE MCMINN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20084023264
MY COMMISSION EXPIRES JUL 8, 2028

Notary Public

Print Name Mahlee McMinn

My Commission Expires 07/08/2028

Polk County

Board of County Commissioners

Agenda Item R.17. 4/21/2026

SUBJECT

Accept Quit Claim Deeds for additional right-of-way along Lake Reedy Boulevard/Mullinsville Road and Overlook Drive as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of proposed development adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the rights-of-way adjacent to the subject sites up to current road classification standards. The owners have executed and delivered instruments to Polk County for the additional rights-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from Higher Development LLC, a Florida limited liability company, for additional right-of-way along Lake Reedy Boulevard North and Mullinsville Road, in conjunction with proposed residential development. The subject right-of-way lies in Section 27, Township 31 South, Range 28 East.

2. Quit Claim Deed from GMPJ LLC, a Florida limited liability company, for additional right-of-way along Overlook Drive in conjunction with proposed residential development. The subject right-of-way lies in Section 25, Township 28 South, Range 26 East.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deeds.

FISCAL IMPACT

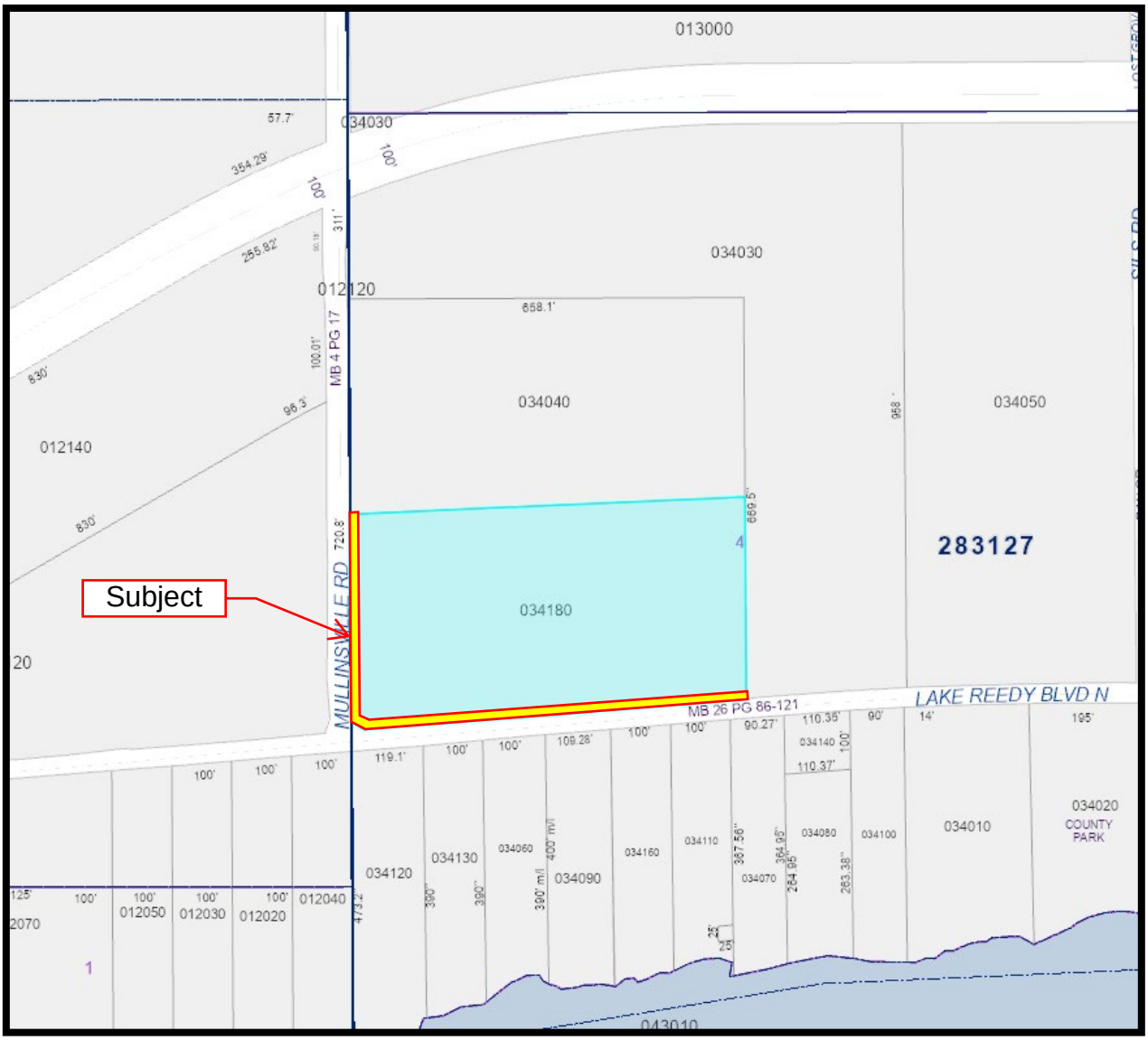
No fiscal impact.

CONTACT INFORMATION

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


N
Subject
Lake Ida
Mullinsville Rd
M P Rd
Flood Rd
McLeod Rd
Bulldog Way
Highway 630 E
Highway 630 W
N Scenic Hwy
17
Sea Board Coast Line Railroad
Lakeside Terrace
Palm Ave N
N Peachtree Ave
E St
W B St
E B St
W A St
Argyle Ave
Sills Rd
Herndon Rd
S Wardlaw Rd
N Lake Reedy Blvd
Barr Rd
Section 27, Township 31 South, Range 28 East

SECTION 27, TOWNSHIP 31 SOUTH, RANGE 28 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Lake Reedy Blvd. N / Mullinsville Rd R/W

Parent Parcel ID No.: 283127-000000-034180

QUIT CLAIM DEED

THIS INDENTURE, made this 23rd day of March, 2026, between **HIGHER DEVELOPMENT, LLC,** a Florida limited liability company, whose address is 202 North 6th Avenue, Wauchula, Florida 33873, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1

Leah Hall
Print Name

1751 State Road 64 E, Wauchula, FL 33873
Address

Kelli Patterson
Witness #2

Kelli Patterson
Print Name

580 Airport Rd Wauchula, FL 33873
Address

HIGHER DEVELOPMENT LLC, a Florida limited liability company

By: BMaldonado
Brandi N. Maldonado,
Managing Member

STATE OF FLORIDA

COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2026, by Brandi N. Maldonado, as Managing Member of Higher Development, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

SANDRA CONTRERAS-RAMIREZ
Notary Public - State of Florida
Commission # HH 453782
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

Sandra Contreras-Ramirez
Notary Public

Sandra Contreras-Ramirez
Printed Name of Notary

Oct 12, 2027
Commission Number and Expiration Date

DESCRIPTION:

COMMENCE FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 27, TOWNSHIP 31 SOUTH, RANGE 28 EAST AND RUN THENCE ALONG THE WEST LINE THEREOF, S00°21'24"E A DISTANCE OF 668.36 FEET TO A 5/8 INCH IRON ROD WITH CAP LS7267 AND THE POINT OF BEGINNING; RUN THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6977, PAGE 1960, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N87°30'00"E A DISTANCE OF 21.91 FEET; THENCE S00°17'22"E A DISTANCE OF 309.39 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 94°29'04", A CHORD WHICH BEARS S47°31'54"E A CHORD DISTANCE OF 36.71 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 41.23 FEET; THENCE N85°13'34"E A DISTANCE OF 611.32 FEET; THENCE S00°20'22"E A DISTANCE OF 23.78 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE REEDY BOULEVARD N, AS RECORDED IN MAP BOOK 26, PAGES 85 - 121, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES: (1) S85°17'43"W A DISTANCE 641.33 FEET; (2) N48°15'02"W A DISTANCE OF 24.90 FEET TO THE WEST LINE OF GOVERNMENT LOT 4; RUN THENCE ALONG SAID WEST LINE, N00°21'24"W A DISTANCE OF 342.15 FEET TO THE POINT OF BEGINNING.

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2026.03.18 11:48:40 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369

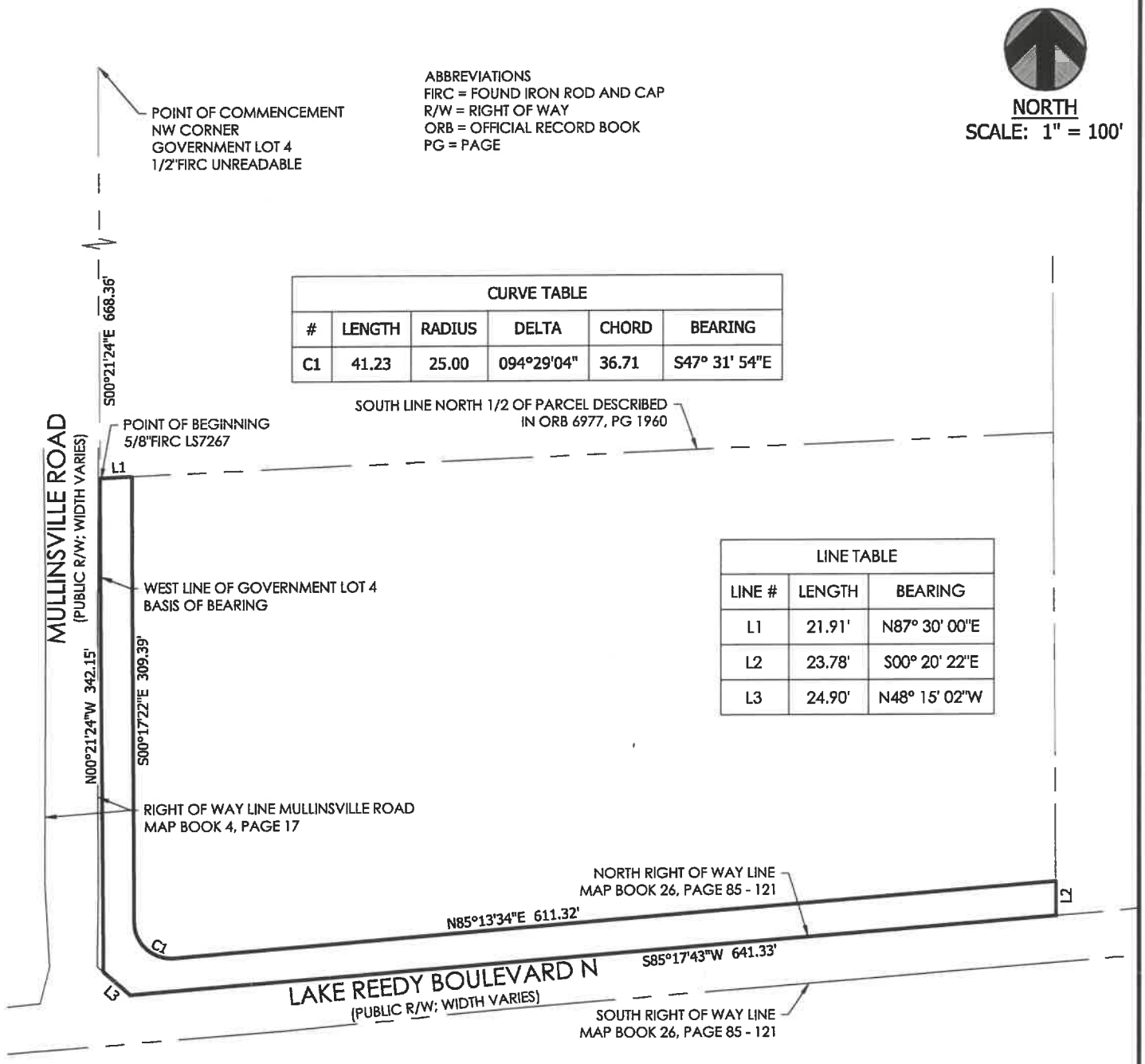
BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 6437, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, LAKELAND, FL 33807
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

LAKE REEDY ESTATES
Section 27, Township 31 S, Range 28 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 1 OF 2

DRAWING: 1432DEDICATION | JOB #11432

Exhibit "A" - Sheet 2 of 2



CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	41.23	25.00	094°29'04"	36.71	S47° 31' 54"E

LINE TABLE		
LINE #	LENGTH	BEARING
L1	21.91'	N87° 30' 00"E
L2	23.78'	S00° 20' 22"E
L3	24.90'	N48° 15' 02"W

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2026.03.18 11:49:07 -04'00'

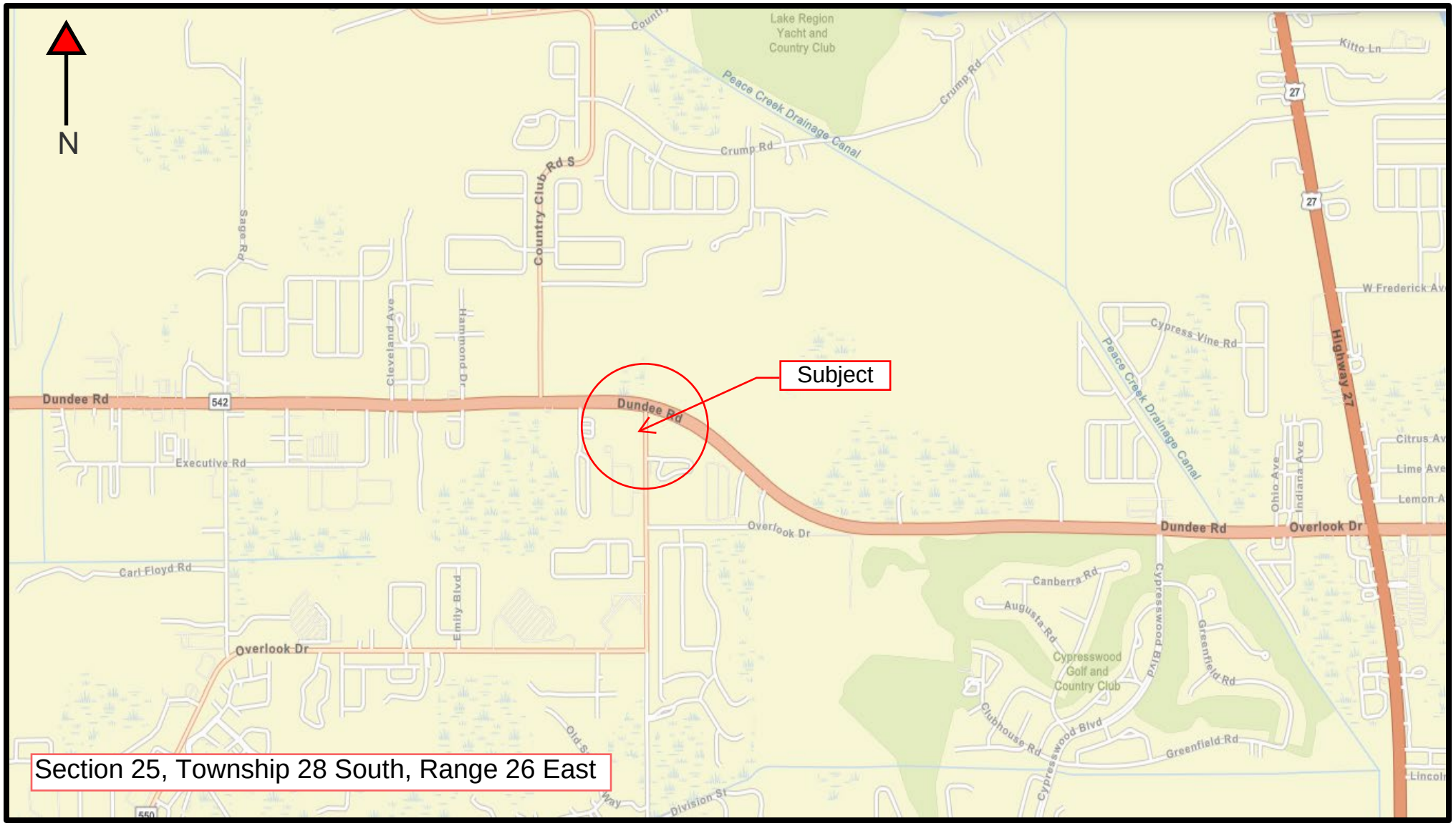
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 6437, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, LAKELAND, FL 33807
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

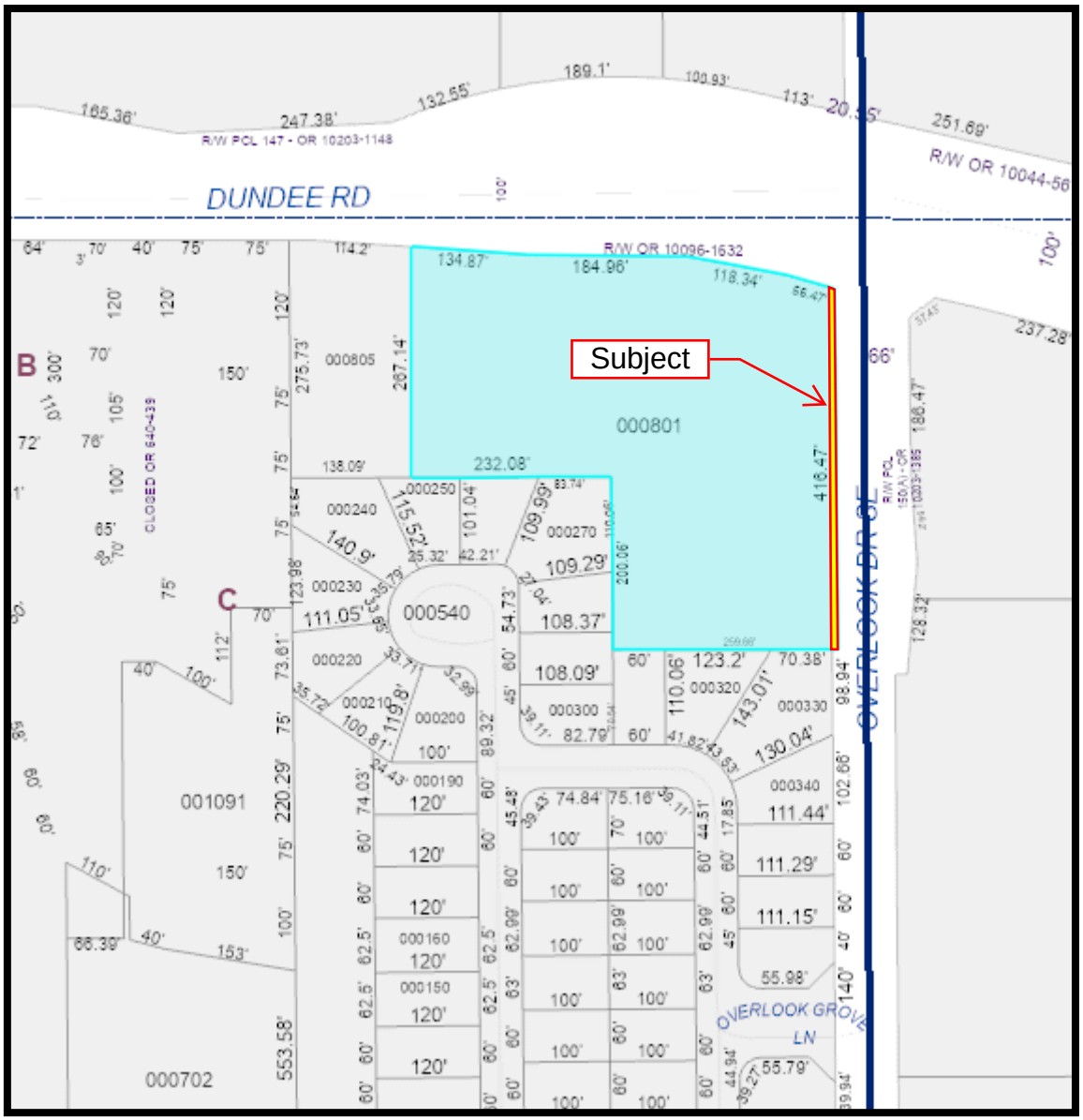
LAKE REEDY ESTATES
Section 27, Township 31 S, Range 28 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 2 OF 2

DRAWING: 1432DEDICATION | JOB #11432


N
Subject
Dundee Rd
542
Dundee Rd
Executive Rd
Overlook Dr
Carl Floyd Rd
Overlook Dr
Dundee Rd
Overlook Dr
Country Club Rd S
Crump Rd
Peace Creek Drainage Canal
Lake Region Yacht and Country Club
Cypress Vine Rd
Peace Creek Drainage Canal
Highway 27
27
Kitto Ln
W Frederick Av
Citrus Av
Lime Ave
Lemon A
Canberra Rd
Augusta Rd
Cypresswood Golf and Country Club
Cypresswood Blvd
Greenfield Rd
Clubhouse Rd
Greenfield Rd
Division St
Sage Rd
Cleveland Ave
Hammond Dr
Emily Blvd
Ohio Ave
Indiana Ave
Section 25, Township 28 South, Range 26 East

SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Overlook Drive R/W
LDROW-2025-17

Parent Parcel ID No.: 262825-589000-000801

QUIT CLAIM DEED

THIS INDENTURE, made this 3rd day of April, 2026, between **GMPJ LLC,** a Florida limited liability company, whose address is 5829 Grand National Drive, Orlando, Florida 32819, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1
ROCHELLE SEQUINO
Print Name
5200 VINELAND RD SUITE 200
Address ORLANDO FL, 32811

Witness #2
CLARISSA RONDINA
Print Name
5200 VINELAND RD SUITE 200
Address ORLANDO FL 32811

GMPJ LLC, a Florida limited liability company

By: _____
Vimalkumar Mehta, Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of APRIL, 2026, by Vimalkumar Mehta, as Manager of GMPJ LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

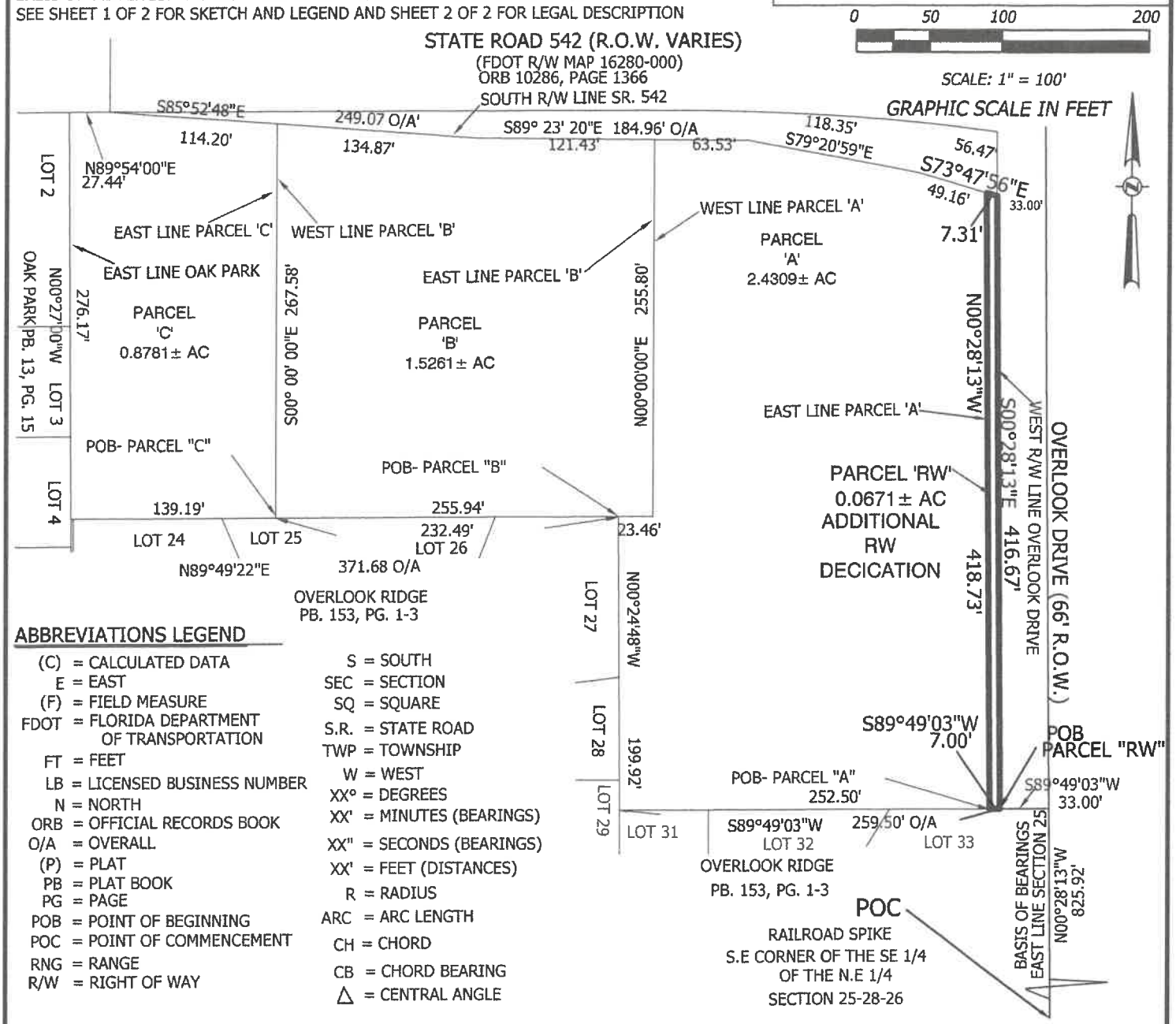
ROCHELLE SEQUINO
Commission # HH 604571
Expires October 20, 2028

_____
Notary Public
ROCHELLE SEQUINO
Printed Name of Notary
HH 604571 / OCT. 20, 2028.
Commission Number and Expiration Date

Exhibit "A" - Sheet 1 of 2

THIS IS NOT A SURVEY

NOTES: THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.
THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
BASIS OF BEARINGS: THE EAST LINE OF SECTION 25 AS BEING N00°28'13"W
SEE SHEET 1 OF 2 FOR SKETCH AND LEGEND AND SHEET 2 OF 2 FOR LEGAL DESCRIPTION



ABBREVIATIONS LEGEND

(C) = CALCULATED DATA	S = SOUTH
E = EAST	SEC = SECTION
(F) = FIELD MEASURE	SQ = SQUARE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	S.R. = STATE ROAD
FT = FEET	TWP = TOWNSHIP
LB = LICENSED BUSINESS NUMBER	W = WEST
N = NORTH	XX° = DEGREES
ORB = OFFICIAL RECORDS BOOK	XX' = MINUTES (BEARINGS)
O/A = OVERALL	XX" = SECONDS (BEARINGS)
(P) = PLAT	XX' = FEET (DISTANCES)
PB = PLAT BOOK	R = RADIUS
PG = PAGE	ARC = ARC LENGTH
POB = POINT OF BEGINNING	CH = CHORD
POC = POINT OF COMMENCEMENT	CB = CHORD BEARING
RNG = RANGE	△ = CENTRAL ANGLE
R/W = RIGHT OF WAY	

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS SOLELY BASED UPON THE GEOMETRY FROM A BOUNDARY SURVEY BY AVID/ MCADAMS, DATED 11-13-25

PREPARED FOR:	GMPJ, LLC			
SHEET DESCRIPTION:	LEGAL AND SKETCH PARCEL RW			
SCALE: 1"=100'	DRAWN: JLW	CHECKED: JLW	COUNTY: POLK	
JOB NO. 3491002	DATE: 02/13/26	SECTION: 25	TOWNSHIP: 28S	RANGE: 26E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
SKETCH AND LEGAL DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE OF AUTHORIZATION No. 7345

JOHN L. WABY LICENSE NO. 4270 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

Digitally signed by JOHN L WABY
Date: 2026.02.16 13:51:49-05'00'

JOHN L. WABY, PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER #4270, STATE OF FLORIDA

AVID GROUP®
CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
ENVIRONMENTAL SCIENCES
SURVEYING
GIS
4904 EISENHOWER BOULEVARD
SUITE 350
TAMPA, FLORIDA 33634
PHONE (727) 789-9500
AVIDGROUP.COM

THIS IS NOT A SURVEY

NOTES: THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.
THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
BASIS OF BEARINGS: THE EAST LINE OF SECTION 25 AS BEING N00°28'13"W
SEE SHEET 1 OF 2 FOR SKETCH AND LEGEND AND SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: PARCEL "RW"

A PARCEL OF LAND BEING A PORTION OF THE PARCEL DESCRIBED IN INSTRUMENT #2025081733 AND A PORTION OF LOT 8, SECTION 25 OF THE PLAT FLORIDA HIGHLAND COMPANY RECORDED AS PLAT BOOK 3, PAGE 27 AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LYING IN A PORTION OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 00°28'13" WEST ALONG THE EAST LINE OF SAID SECTION 25 FOR 825.92 FEET; THENCE SOUTH 89°49'03" WEST FOR 33.00 FEET TO INTERSECT THE WEST RIGHT-OF-WAY OF OVERLOOK DRIVE PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 16280-000 (RIGHT OF WAY 66.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°49'03"WEST FOR 7.00 FEET TO THE EAST LINE OF SAID PARCEL A; THENCE NORTH 00°28'13" WEST, ALONG SAID LINE, FOR 418.73 FEET TO INTERSECT THE SOUTH RIGHT-OF-WAY OF STATE ROAD 542, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 16280-000 (RIGHT OF WAY VARIES); THENCE ALONG THE SAID SOUTH RIGHT OF WAY SOUTH 73°47'56" EAST FOR 7.31 FEET TO INTERSECT THE AFORESAID WEST RIGHT-OF-WAY OF OVERLOOK DRIVE; THENCE SOUTH 00°28'13" EAST ALONG SAID WEST LINE FOR 416.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,924 SQUARE FEET OR 0.0671 ACRES, MORE OR LESS.

PREPARED FOR:	GMPJ, LLC
SHEET DESCRIPTION:	LEGAL AND SKETCH PARCEL RW

AVID GROUP®

Polk County

Board of County Commissioners

Agenda Item R.18. 4/21/2026

SUBJECT

Approve the amended calendar year 2025 agreement with the Association of Poinciana Villages, Inc. and approve the new agreement to expire on December 31, 2030. ($240,000.00 estimated annual expense)

DESCRIPTION

Polk County Roads and Drainage Division entered into an agreement with the Association of Poinciana Villages, Inc. (APV) in December of 2021 to complete mowing and ditch cleaning in the County's rights-of-way. The County owns and controls many miles of rights-of-way for County Roads within the Poinciana development that require routine maintenance including mowing and ditch cleaning. APV continues to be willing to complete mowing and ditch cleaning in Poinciana and has demonstrated that they have the resources necessary to properly carry out that work.

In light of the distance between County Roadway Maintenance facilities and Poinciana and limited resources of the County's Roadway Maintenance Division, it continues to be in the best interest of the public that the County contract with APV to provide mowing and ditch cleaning services in Poinciana. APV shall mow and clean the ditches along the County Roads.

After discussion between the County and APV, the amendment allows for an increase to the accepted mileage for Cypress Parkway from 3.4 to 39.4 miles. The original 3.4-mile length is representative of the length of Cypress Parkway maintained by APV, yet the increase in mileage to 39.4 is representative of the required multiple passes that are necessary to maintain the entire right-of-way width for the 3.4-mile stretch of Cypress Parkway. The amendment also extends the agreement to December 31, 2030.

RECOMMENDATION

Request Board approve the amended calendar year 2025 agreement with a new expiration date of December 31, 2030, with the Association of Poinciana Villages, Inc.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Trust Fund.

CONTACT INFORMATION

Michale Teate, Roadway Maintenance Manager

Roads and Drainage Division
863-535-2200

Jay Jarvis, Division, Director
Roads and Drainage Division
863-535-2200

dotloop signature verification: dtlp.us/hxXf-KXAU-59R9

FIRST AMENDMENT AND EXTENTION TO AGREEMENT

This First Amendment and Extension, is to the Agreement made and entered into between Polk County, a political subdivision of the State of Florida (the "COUNTY"), and the Association of Poinciana Villages, Inc., a Florida non-profit Corporation (the "APV"), on February 20, 2024.

WITNESSETH

WHEREAS, the Parties entered into the Agreement on February 20, 2024, for the express purpose of setting out the terms and conditions related to the mowing and ditch cleaning in Poinciana in the County right-of-way; and

WHEREAS, the Agreement expired on December 31, 2025; and

WHEREAS, the Agreement allowed the Parties to extend the Agreement for one additional two-year period; and

WHEREAS, the Parties wish to amend and extend the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth below and serve as a factual stipulation upon which the Parties agree is the basis for this Amendment.

dotloop signature verification: dtlp.us/hxXf-KXAU-59R9

2. The Parties hereby agree to extend the Agreement. However, the Parties agree to extend the Agreement by a period of five (5) years rather than two (2) years. Article 8 is hereby amended to allow the five (5) year extension. The Agreement shall expire on December 31, 2030.
3. Article 1.2 is hereby amended to increase the accepted mileage for Cypress Parkway from 3.4 to 39.4.
4. This First Amendment and Extension to the Agreement shall be effective the date upon which it is approved and executed (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates below:

Association of Poinciana Villages Inc.,
A Florida Non-Profit Corporation

By: Joel Haugh dotloop verified 01/20/26 5:29 PM EST XBIN-K8GW-GWVE-Z1FP
Joel Haugh, Assistant Secretary
Date: _____

Reviewed as to Form and Legal Sufficiency:

By: _____
County Attorney's Office

Board of County Commissioners
of Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair
Date: _____

Total 50838

Roads and Drainage Asset Viewer v2

CYPRESS PKWY

Show search results for CYPRE...

386'

46'

38'

382'

22'

357'

26'

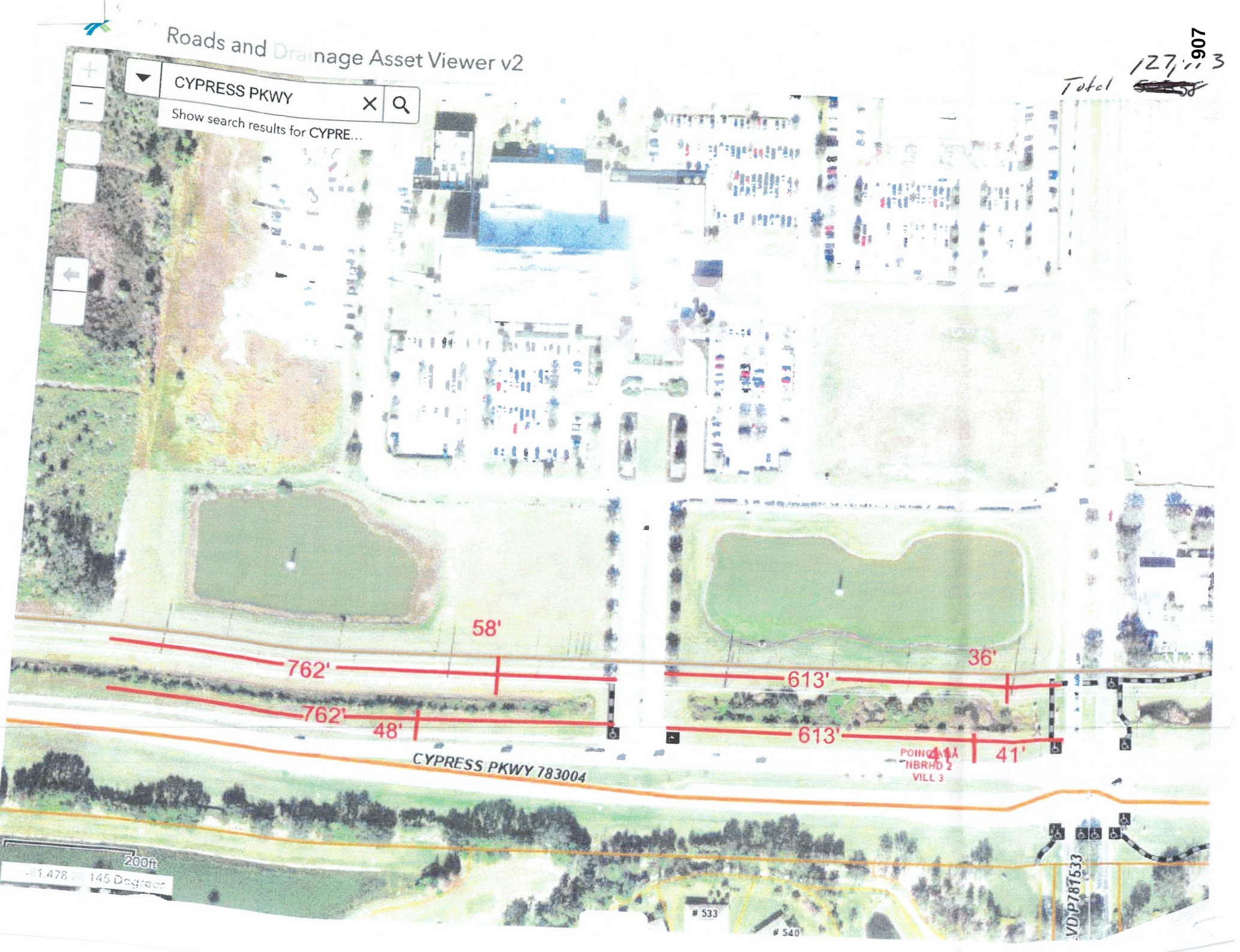
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POINCIANA NBRHD 2 VILL 3

CYPRESS PKWY 783004

R4

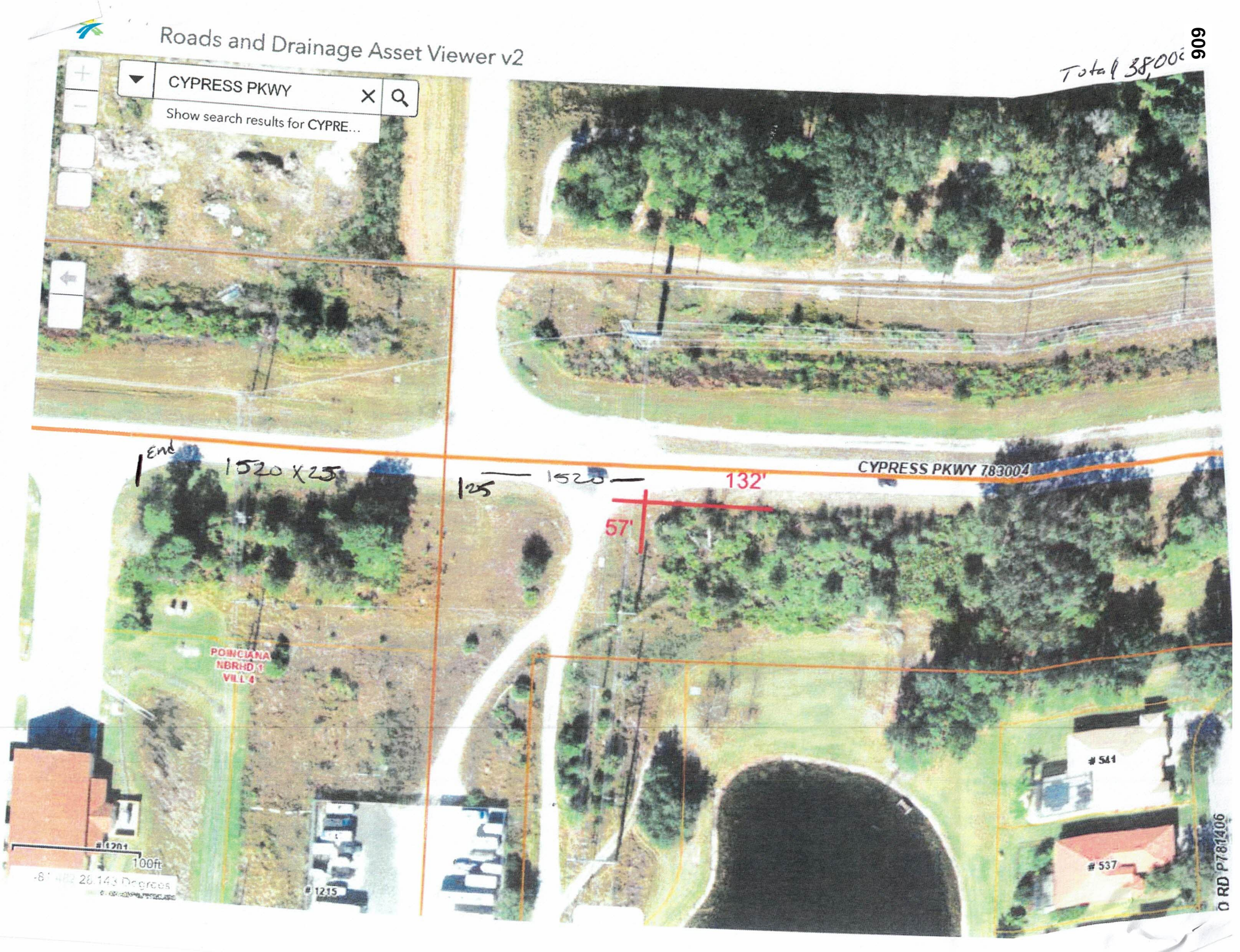
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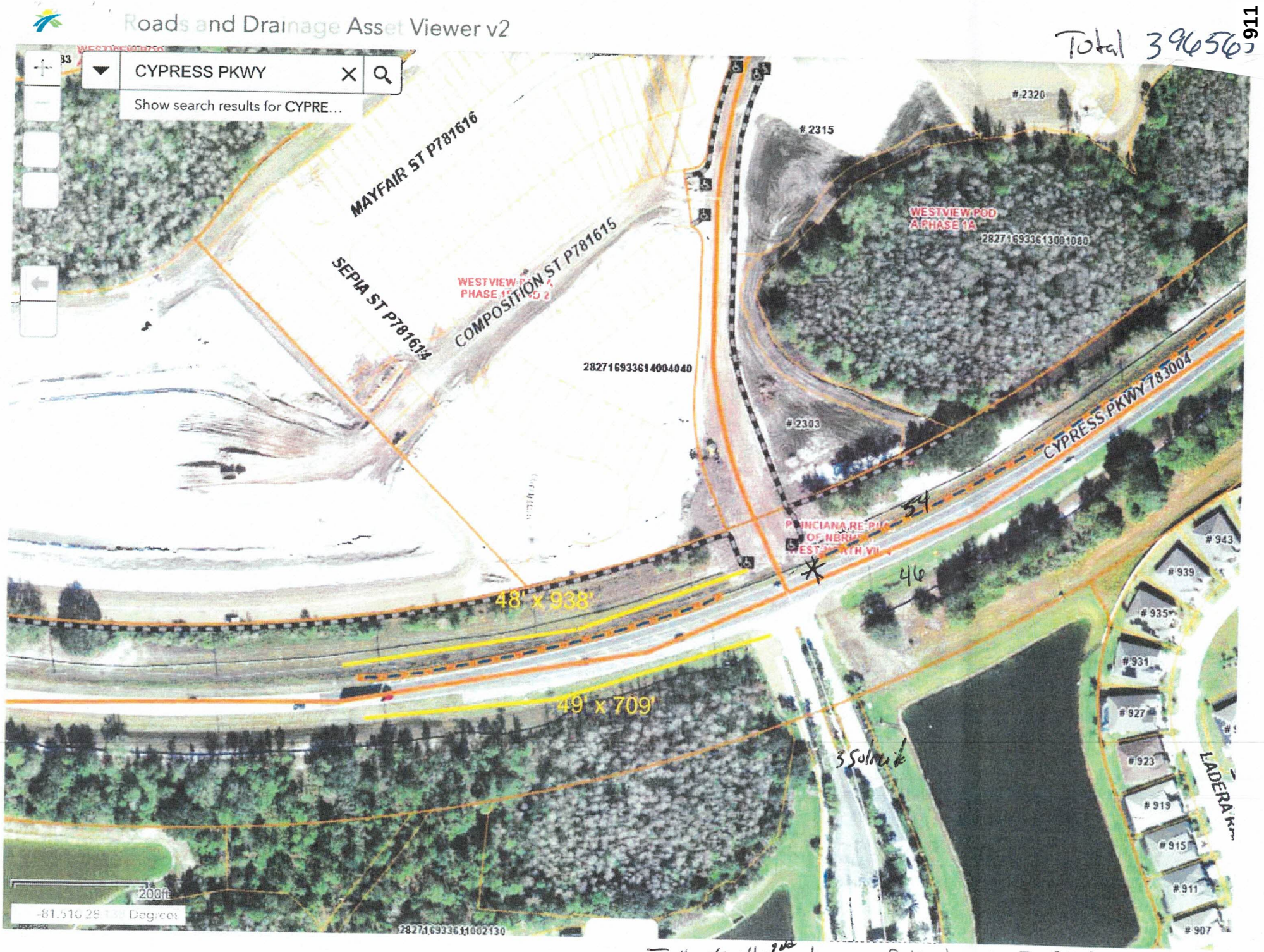
907

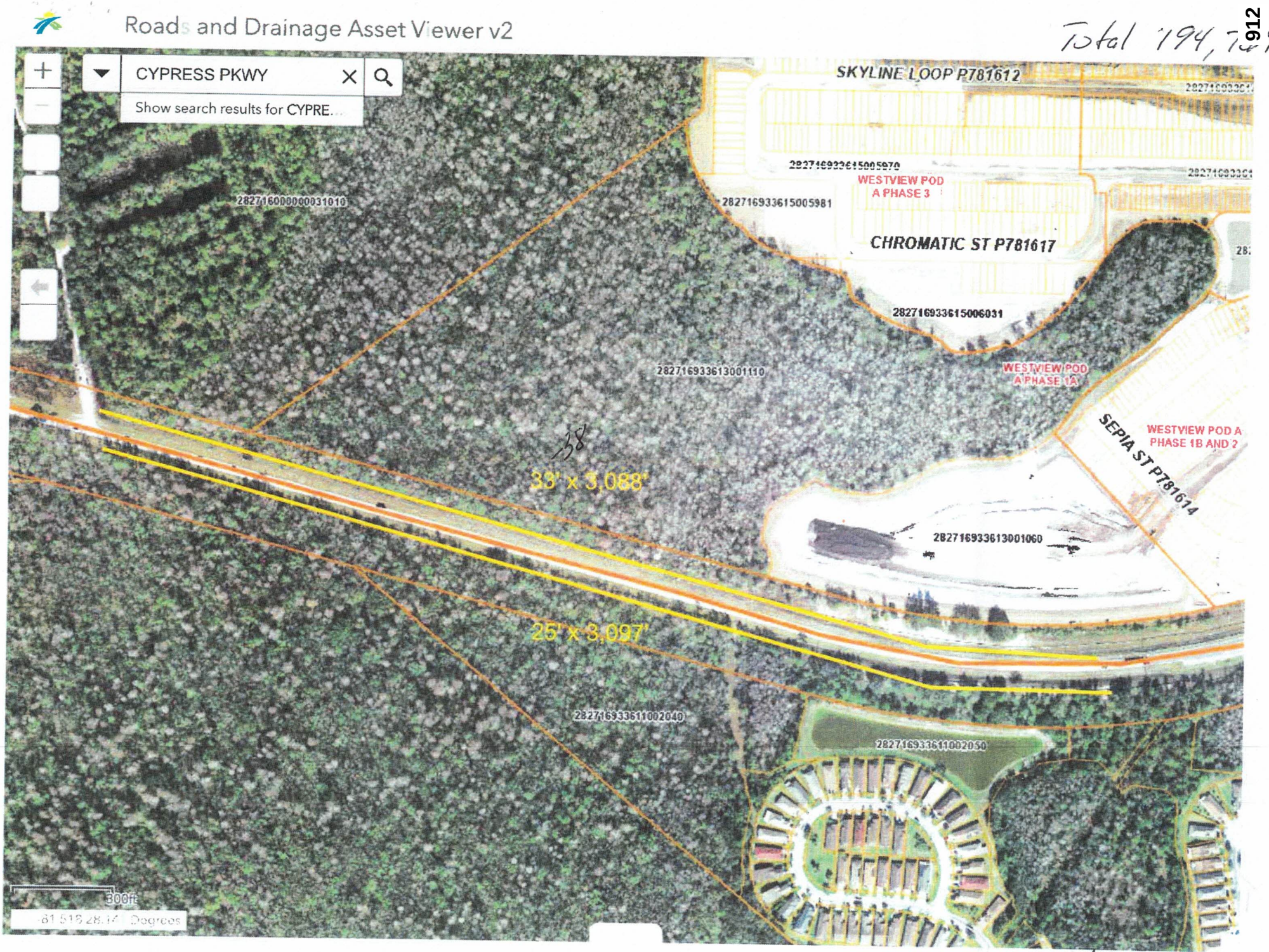
Total 127,113


Roads and Drainage Asset Viewer v2
CYPRESS PKWY
Show search results for CYPRE...
Total 155,184
908
1,464'
1,464'
48'
CYPRESS PKWY 783004
start
541
537
532
200ft


Roads and Drainage Asset Viewer v2
CYPRESS PKWY
Show search results for CYPRE...
Total 38,00
End
1520 X 25
125
1520
132'
57'
CYPRESS PKWY 783004
POINCIANA
NBRHD 1
VILL 4
1201
100ft
1215
541
537
O RD P781406


Roads and Drainage Asset Viewer v2
CYPRESS PKWY
Show search results for CYPRE...
Total- 640,28
Toll Rd
25' x 5,601'
24' x 5,124'
CYPRESS PKWY 783004
LAGO MATISSE ST P781540
VIA COMO ST P781419
UMBRIA DR P781420
VIA GALUPPI ST P781426
MILANO RD P781406
TORINO LN P781405
MOLISE DR P781427
RD P781531
SOLIVITA BOULEVARD
VILLA MARINA AVE P781532
BELLA CORTINA DR P781530
SOLIVITA PHASE 5B
SOLIVITA PHASE 5C
SOLIVITA PHASE 5D
SOLIVITA PHASE 5E-3S
SOLIVITA PHASE 5E-3S AMENDMENT
600ft
Middle of Ditch is 25 and 24


Roads and Drainage Asset Viewer v2
CYPRESS PKWY
Show search results for CYPRE...
MAYFAIR ST P781616
SEPIA ST P781614
COMPOSITION ST P781615
WESTVIEW POD A PHASE 1A
28271693361300108O
28271693361400404O
#2320
#2315
#2303
CYPRESS PKWY 783004
54
46
48' x 938'
49' x 709'
#943
#939
#935
#931
#927
#923
#919
#915
#911
#907
LADERA
200ft
-81.510 28 Degrees
28271693361100213O
Total 396563
911
3 Solnick
Toll to the 2nd entrance of Westview at 3168
6



912

Total 194,789

Complete Area Mowed 1603553

Teate, Michael

From: Hamric, Jerry
Sent: Wednesday, February 25, 2026 7:56 AM
To: Teate, Michael
Cc: Jarvis, Jay
Subject: FW: Acreage Calculation
Attachments: CCF_000788.pdf

Michael,

Francisco emailed me this morning; he is saying with the additional mowing that they are doing he comes up with 36 acres on Cypress Parkway. That was a little more than what I had on the aerials that I sent him but, he did show some areas that I was not aware of them mowing. Will this be enough information to move forward or do we need to get more?

Thanks,

Joe Hamric, CPM
Area Maintenance Manager
Polk County Roads & Drainage Division
Dundee Roadway Maintenance Unit
805 Dr. Martin Luther King St., SW
Dundee, FL 33838
Ph: 863.421.3367

From: Francisco Rosado <francisco.rosado@fsresidential.com>
Sent: Wednesday, February 25, 2026 7:15 AM
To: Hamric, Jerry <JerryHamric@polkfl.gov>; Jarvis, Jay <JayJarvis@polkfl.gov>
Subject: Re: Acreage Calculation

CAUTION: This email originated from outside of the Polk County BoCC Email System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Sir,

Please see attached acreage calculations from our end. We are still at 36 but please let me know if you would like to meet to discuss further. The total square footage being cut in this area is 1603553. / 43560= 36.

On Pages 3 and 4 we cut the south side for a total of 1520*25= 38000
On Page 6 we cut the north and south for a total of 3168*54 and 3168* 46 total of 316800

Thank you,

Respectfully,

FRANCISCO ROSADO, LCAM.
Public Works Manager

FirstService RESIDENTIAL

Association of Poinciana Villages
Direct 863.313.3444 ext. 108
Email
Francisco.rosado@fsresidential.com
www.fsresidential.com
24/7 Customer Care Center:
866.378.1099
Facebook | LinkedIn | YouTube

From: Hamric, Jerry <JerryHamric@polkfl.gov>
Sent: Monday, February 23, 2026 7:57 AM
To: Francisco Rosado <francisco.rosado@fsresidential.com>
Cc: Jarvis, Jay <JayJarvis@polkfl.gov>; Teate, Michael <MichaelTeate@polkfl.gov>; Reyes, Gloria <GloriaReyes@polkfl.gov>
Subject: RE: Acreage Calculation

Good morning Francisco,

You had stated last Thursday that you would be looking at the area on Cypress Parkway Friday to clarify acreage being mowed. I was checking to see if you were able to look at it. We need to get this on the Agenda as soon as we can.

Agenda Item R.19. 4/21/2026

SUBJECT

Approve agreement with Civil Surv Design Group, Inc. for professional engineering services for Caspian Road Sidewalk design. ($194,700.00-one-time expense)

DESCRIPTION

The County received a $850,000.00 Federal Appropriation from Representative Soto for sidewalks in the Poinciana Community. Through the Sidewalk Advisory Committee, the recommendation was made to appropriate these funds towards a sidewalk along Caspian Road in Poinciana. The Caspian Road sidewalk project is for a 5-foot-wide sidewalk on one side of the roadway from Pine Street to Marion Lake Creek Drive in Poinciana (approximately 2.1 miles). This sidewalk will enhance safety, mobility, and access on this corridor while providing a renewed aesthetic and economic vitality in the area.

Request for Proposal (RFP) 25-697, Professional Engineering Services for Caspian Road Sidewalk Design was issued, and six vendors submitted proposals. On December 2, 2025, the Board approved the selection committee's recommendation to enter into contract negotiations with, Civil Surv Design Group, Inc.

The attached agreement is the result of those negotiations.

The services are estimated to be completed within 365 days, yet the agreement will stay in place through completion of the construction.

RECOMMENDATION

Request Board approve agreement with Civil Surv Design Group, Inc. for professional engineering services for Caspian Road Sidewalk design in the amount of $194,700.00.

FISCAL IMPACT

Funds are available in the Special Revenue Grant for Polk County Children and Pedestrian Safety within Roads and Drainage 5 year CIP.

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov

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 33811whose 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 damage**s. 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.)

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

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

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Nudor 2/11/26
County Attorney's Office Date

ATTEST:

By: _____

TIMOTHY A. MORRIS
PRINT NAME

VICE PRESIDENT
TITLE

Date: 2/23/26

SEAL

CivilSurv Design Group, Inc.,
a Florida Corporation

By: _____

Craig Fuller
PRINT NAME

President
TITLE

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: _____

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 DesignGroup, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced FL DL NO: F460 116 80 210 0 as identification.

Notary Public Signature: Sheila M. Flecha

Printed Name of Notary Public: Sheila M. Flecha

Notary Commission Number and Expiration: HH 75802 / 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

Craig Fuller
PRINT NAME

President
TITLE

02/23/2026
DATE



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 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

o Average Score between 9-10	10 Points
o Average Score between 7-8	8 Points
o Average Score between 5-6	6 Points
o Average Score between 3-4	4 Points
o Average Score between 1-2	2 Points
o 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 Agencies (Tab 4)	10 points
• Timely Completion of Projects(Tab 5)	10 points
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 Commissions that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

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

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

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

ADDENDA
The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at http://www.polk-county.net/boccsite/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 will 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:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

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/Recipeint:	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

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

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,

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~~ 1/7/25
(Date)

H 2

HUD

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

1/9/25
(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.

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 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	$.00
State Estimated Funding	$.00
Local Estimated Funding	$.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.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/Recipeint:	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

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

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,

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~~ 1/7/25
(Date)

H 2

HUD

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

1/9/25
(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.

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 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	$.00
State Estimated Funding	$.00
Local Estimated Funding	$.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.00
Total	$850,000.00

CPF – ESTIMATED FUNDING

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

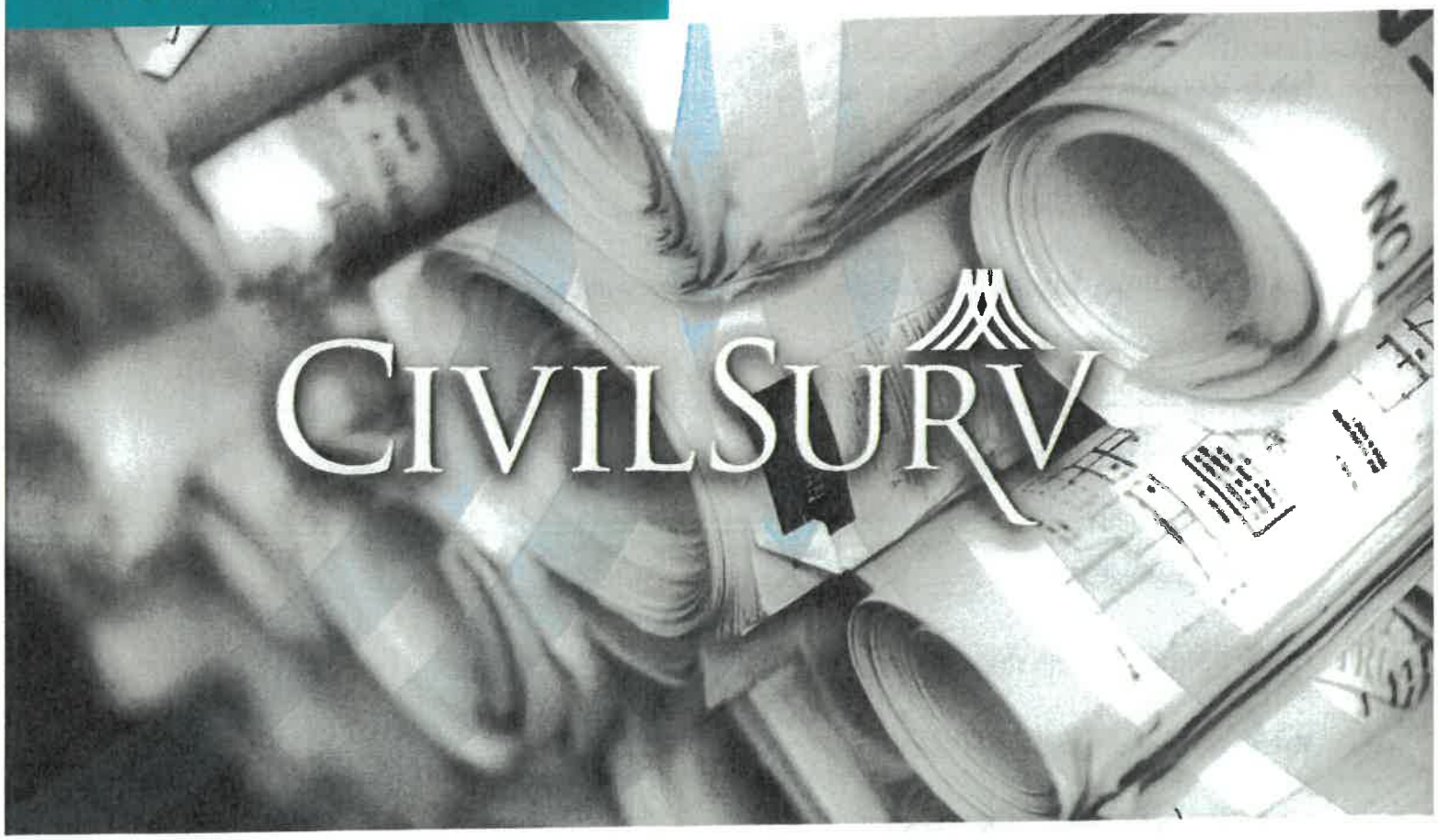
EXHIBIT "A-ii"

POLK COUNTY

RFQ-25-697

Professional Engineering Services for Caspian Rd Sidewalk Design

DUE DATE: OCTOBER 1, 2025



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

POLK COUNTY

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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



POLK COUNTY

Firm Documentation

State of Florida
Department of State

I certify from the records of this office that CIVILSURV DESIGN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 1, 2010.

The document number of this corporation is P10000009487.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 28, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of January, 2025

Secretary of State

Tracking Number: 5924279675CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7805
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CIVILSURV DESIGN GROUP, INC.
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

The is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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

dbpr Department of Business & Professional Regulation

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- Continuing Education Course Search
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- AEAT Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:31:32 AM 1/27/2025

Licensee Information

Name:	CIVILSURV DESIGN GROUP, INC (Primary Name)
Main Address:	2525 DRANE FIELD RD. STE 7 LAKELAND Florida 33811
County:	POLK

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	28568
Status:	Current
Licensure Date:	02/16/2010
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

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

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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 feed 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

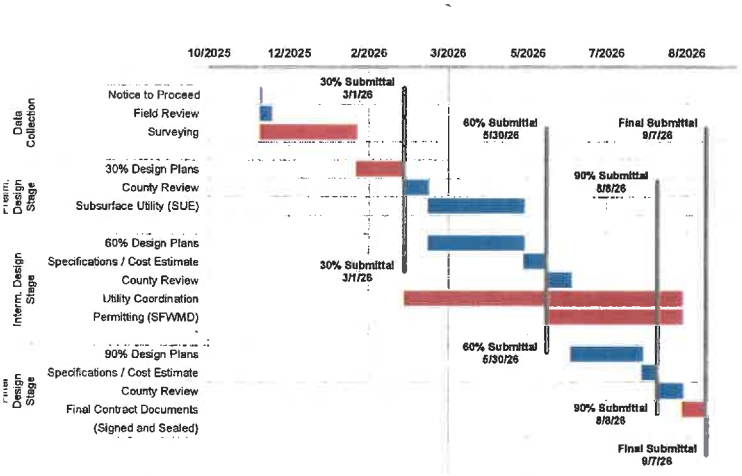
CivilSurv is committing Josue Diaz, PE to serve as PM for this project. He has over 22 years of experience on similar projects. A recent similar project is the construction of sidewalk at S

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:

CivilSurv 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:

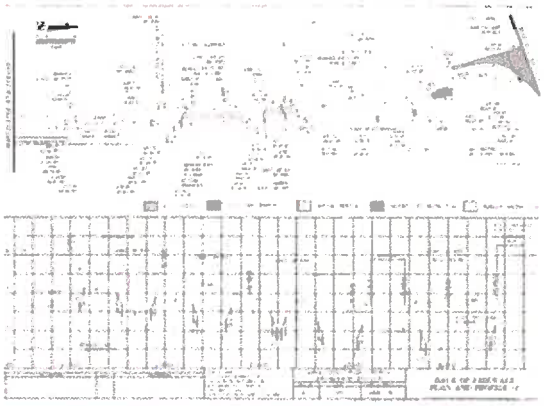
• A gravity wall along the sidewalk, limiting the potential for vehicles to drive into an existing pond, with approximately 650 feet of pedestrian railing;

• 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 CivilSurv'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

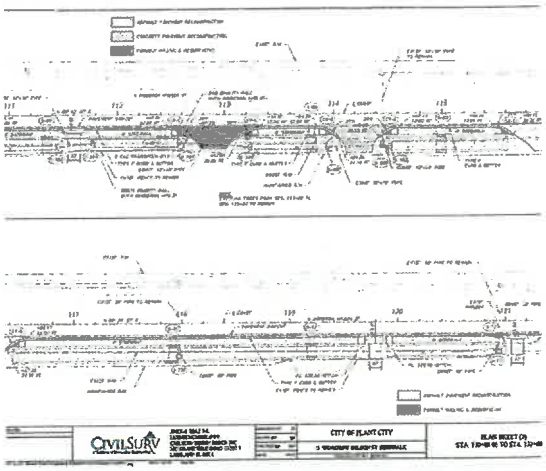
Const Changes: None

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.

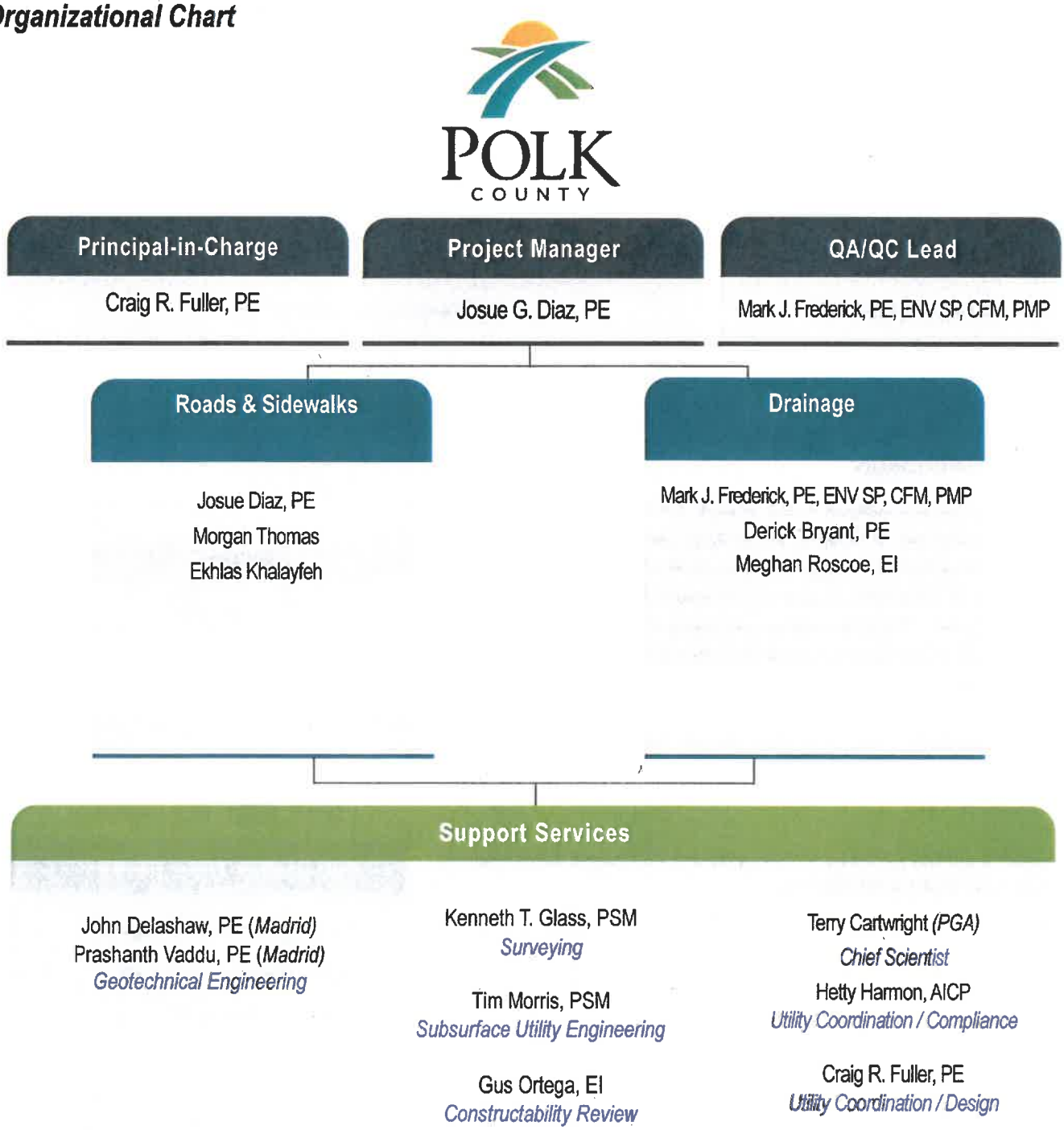
The project is partially funded by a CDBG grant and will increase the connectivity of sidewalks in West-Central Plant City.



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)*

CIVILSURV

Josue Diaz, PE

Project Manager | Roadway Design

21 Total Years Experience | 1 Year with CivilSurv

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

CIVILSURV

Craig R. Fuller, PE

Principal-in-Charge | Utility Engineering

23 Total Years Experience | 7 Years with CivilSurv

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)

CIVILSURV

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

QA/QC | Drainage Lead

20 Total Years Experience | 5 Years with CivilSurv

Mr. Frederick's experience includes over 20 years of diverse engineering experience in stormwater management system design and watershed model development. He is able to incorporate GIS software to streamline development of model parameters for the ICPR computer software input. Mr. Frederick also has experience with hydrologic and pollutant load modeling, design of retrofits for older stormwater management and collection systems, stormwater pump stations, maintenance and field collection of GIS data, and preparation of water management district environmental resource permit applications

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

CIVILSURV

Morgan L. Thomas

Roadway Project Engineer

25 Total Years Experience | 8 Years with CivilSurv

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

CIVILSURV

Ekhlas Khalayfeh

Roadway Project Engineer

1 Total Years Experience | 1 Year with CivilSurv

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

CIVILSURV

Derick S. Bryant, PE

Senior Drainage Design Engineer

20 Total Years Experience | 4 Years with CivilSurv

Mr. Derick Bryant is a Professional Engineer with extensive experience in a variety of municipal infrastructure projects including site development design and review, stormwater and drainage rehabilitation projects, and water and wastewater utility system improvements projects. 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

CIVILSURV

Meghan R. Roscoe, EI

Project Engineer

3 Total Years Experience | 3 Years with CivilSurv

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

CIVILSURV

Kenneth Glass, PSM

Survey Lead

42 Total Years Experience | 28 Years with CivilSurv

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

CIVILSURV

Timothy A. Morris, PSM

SUE Lead

26 Total Years Experience | 8 Years with CivilSurv

Mr. Morris has over 25 years of experience surveying, 22 years in responsible charge of accuracy and completeness of boundary surveys, A.L.T.A/A.C.S.M. surveys, topographic surveys, jurisdictional wetland delineation surveys, construction staking / layouts, as-built surveys, record platting, bridge deformation monitoring, Florida Department of Transportation right of way control surveys, right of way maps, and design surveys. He currently is charged with the operation of our Subsurface Utility Services, and Unmanned Aerial Systems mapping including the project planning and production of deliverables.

Project Experience

Project Manager | 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

CIVILSURV

Gus Ortega, EI

Construction Engineer

1 Total Years Experience | <1 Years with CivilSurv

Mr. Ortega functions as a Construction Engineer with CivilSurv. He is experienced in construction design and inspection, including utility, earthwork, roadway, and industrial projects. His experience also includes road ratings and estimates for paving and construction projects, as well as providing written and oral reports for review along with the preparation of contract documents, contract administration, to potential government and private clients. Mr. Ortega also provides QA/QC for construction plans and documents.

Project Experience

Construction Engineer | 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

CIVILSURV

Hetty Harmon, AICP

Utility Coordination

40 Total Years Experience | 23 Years with CivilSurv

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 C**ounty 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. CivilSurv'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. CivilSurv'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*

POLK COUNTY

Key Staff Availability & Location

CIVILSURV

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 Engineerin
- Pavement Evaluations
- Roofing Inspections

Geophysical Evaluations

Engineering Services During Construction

Value Engineering and Peer Reviews



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

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.

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.

John Delashaw, PE

Principal, Geotechnical Engineer



Mr. Delashaw currently serves as the Bartow office Principal of the GeoSciences Group for Madrid CFTL (Madrid), which includes four Divisions within the firm and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 35 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.

Years of Experience

- 35 Years

Education

- B.S., Civil Engineering, San Diego State University

Professional Registration

- Professional Engineer, Florida # 48154 (1994)
- Professional Engineer, Mississippi # 21324 (2013)

Continuing Education

- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10-'14, '16,'17,'18,'19,'22-'24)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)

Project Experience

Polk County, Roads & Drainage New Annex, Winter Haven, FL | Geotechnical Principal. This Polk County project included a geotechnical investigation with site development and foundation recommendations followed by Construction and Materials Testing services during construction. These services were for the new 12,600 sf Annex Facility on Sheffield Road and associated parking areas. Madrid fees exceeded $22K ($1.3M est const cost).

CRUSA Water Production Facility, Warehouse Building and Other Infrastructure Projects, Bartow, FL | Geotechnical Principal. Madrid initially provided field and laboratory materials testing and inspection services for new construction at the CRUSA Water Production Facility. Over a 5-yr period, Madrid was then asked to provide various testing and geotechnical consuting services for multiple other compoinents of this project over several years, supporting both the design teams and the contractors.

Deeson Rd Pump Station & Force Main, Lakeland, FL | Geotechnical Principal. SPT borings to assist with the design of lift station and force main. The project included design of shoring, excavation, pipe bedding and backfilling, and directional drilling. Madrid fees exceeded $7K ($450K est const cost).

Polk County Sheriff's Office Training Center, Bartow, FL | Geotechnical Principal Madrid provided preliminary (multiple alternatives on previously strip-mined and reclaimed sites) and final (selected site) geotechnical services for the new Training Center, pavement areas and associated stormwater ponds. Services continued during construction for surcharge monitoring and QA/QC Inspections and Testing. Madrid fees exceeded $100K ($1.8M est const cost).

PRWC SE Wellfield WTPF, Booster Stations 1 and 2, and multiple Pipeline Segments, Lake Wales, FL | Geotechnical Principal. Madrid evaluated various tanks for settlement and foundation support using either shallow or deep foundations (piles), foundation design of Reverse Osmosis Process Area, Concentrate Treatment Area, Bio Scrubbers, Fuel Tanks, Generators, multiple building structures, booster pump stations, electrical buildings, all summarized in our geotechnical reports. Also evaluated subsurface conditions along thousands of linear feet of pipeline and numerous road crossings, assist with the design of shoring, excavation, pipe bedding and backfilling, and directional drilling options. Madrid fees exceed $550K for this $4.26M design project (est $35M construction cost).

Masterpiece Rd Fire Station, Lake Wales, Polk County, FL | Geotechnical Principal. Geotechnical investigation, including several SPT Borings and test pits, followed by laboratory testing, engineering evaluations and design recommendations for a new Fire Station, and associated pavements and stormwater facilities. Madrid fees $8.6K ($500K est const cost).

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
- SWFWMD
- 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 SFMWD 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 SFMWD 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.

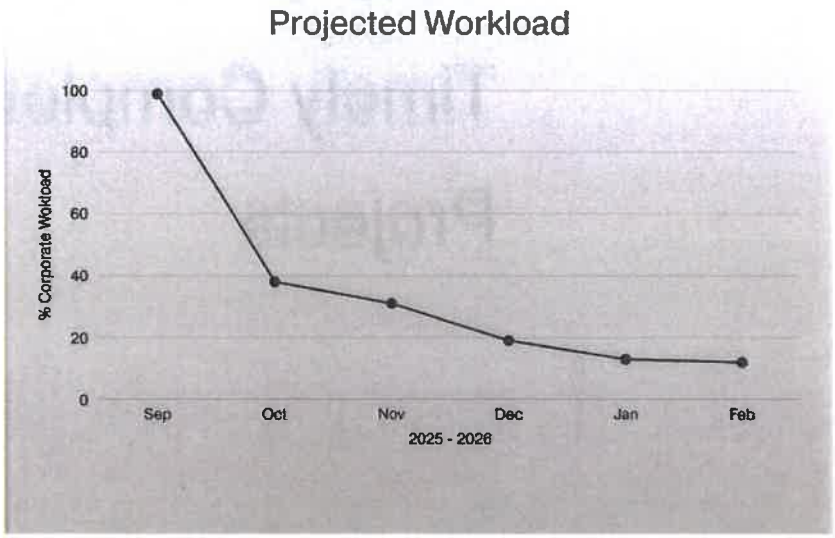
Based on a review of the Caspian Road swale system, there is some minimal treatment acquired from the swales, and the adjacent systems to the East and West with larger storage. Our team has completed the design for numerous low impact projects such as Rain Gardens in service for approximately 15 years – 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.



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, productions 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 (Name of Person completing survey)

Lake County Public Works (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: Greg James

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 __x__ 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: CivilSurv Design Group, Inc.

Signature	Title	Date
	President	09/29/2025

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)

Melisha D Harrell
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

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2025

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

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

PRODUCER Hatcher Insurance, LLC PO Box 540689 Orlando FL 32854	CONTACT NAME: Michelle Benitez PHONE (A/C, No, Ext): 352-565-5813 FAX (A/C, No): E-MAIL ADDRESS: mbenitez@hatcherins.com
INSURED CIVISUR-01 Civil Surv Design Group, Inc. 2525 Drane Field Rd Ste 7 Lakeland FL 33811-1360	INSURER A : Travelers Ind. Co. of America — NAIC # 25666 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Prop Cas Co of Amer — 25674 INSURER D : RSUI Indemnity Company — 22314 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 937997587 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	680-7H35081A	2/27/2025	2/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TOTAL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA-4R383261	2/27/2025	2/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUP-5F95257A	2/27/2025	2/27/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-0K247374	2/27/2025	2/27/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			LHR864961	2/27/2025	2/27/2026	Aggregate	2,000,000

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY
NOT FOR DISTRIBUTION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Riley

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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
2005 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
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 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

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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FULLER, CRAIG R.
6 LAKE LINK DRIVE SE
WINTER HAVEN FL 33884

LICENSE NUMBER: PE81805
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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BRYANT, DERICK SHAUN
5735 WATERSIDE DR APT 302
LAKELAND FL 33805

LICENSE NUMBER: PE87569
EXPIRATION DATE: FEBRUARY 28, 2027
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FREDERICK, MARK JUSTIN
1058 LENK RUN COURT
WINTER HAVEN FL 33880

LICENSE NUMBER: PE80671
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BOARD OF PROFESSIONAL ENGINEERS

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DIAZ, JOSUE G.
4064 PERCHERON LOOP
LAKELAND FL 33813

LICENSE NUMBER: PE87975
EXPIRATION DATE: FEBRUARY 28, 2027
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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 P92000014732.

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.

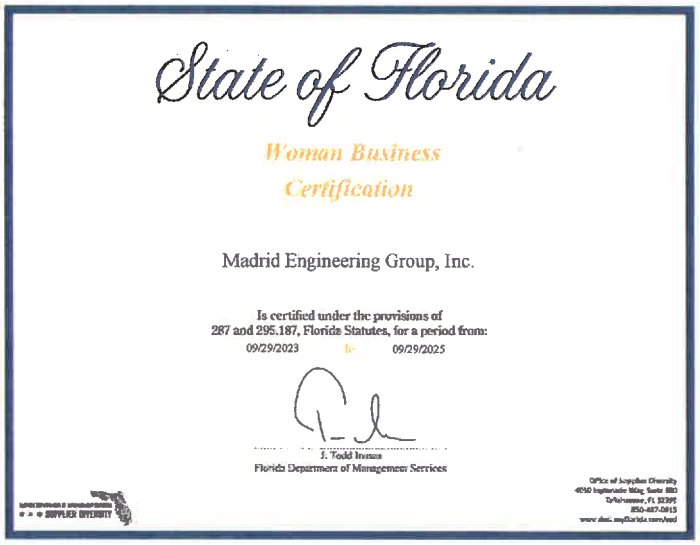
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-first day of February, 2025

Secretary of State

Tracking Number: 5568115416CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



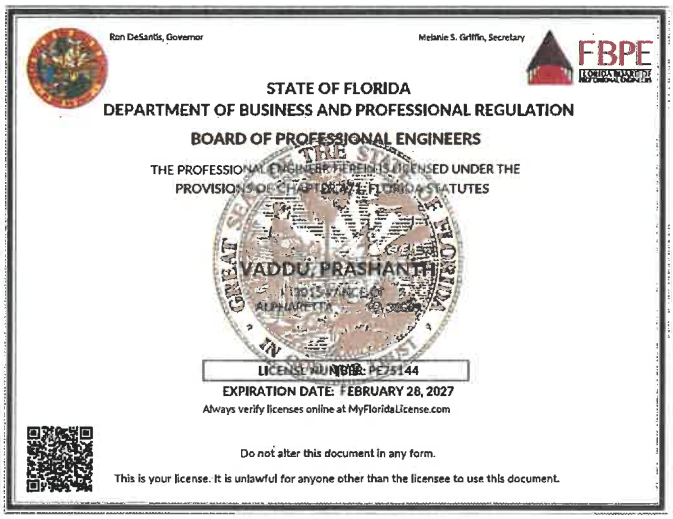
State of Florida

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 Inman
Florida Department of Management Services



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

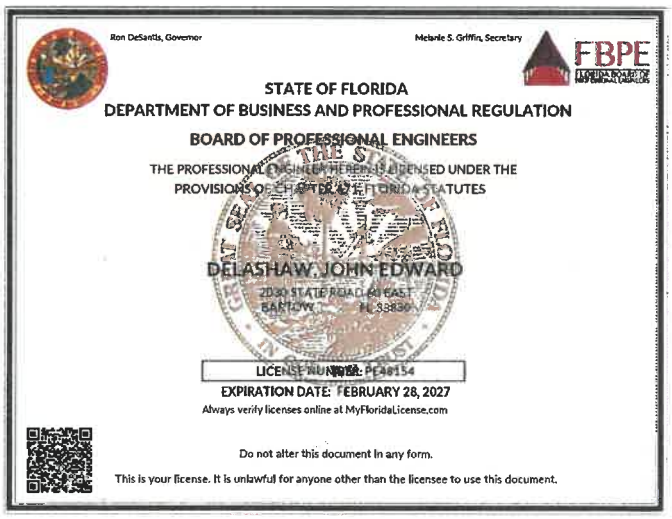
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VADDU, PRASHANTH
[redacted]
ALPHARETTA, GA 30009

LICENSE NUMBER: PE75144
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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DELASHAW, JOHN EDWARD
2030 STATE ROAD 60 EAST
BARTOW, FL 33830

LICENSE NUMBER: PE40154
EXPIRATION DATE: FEBRUARY 28, 2027
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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:

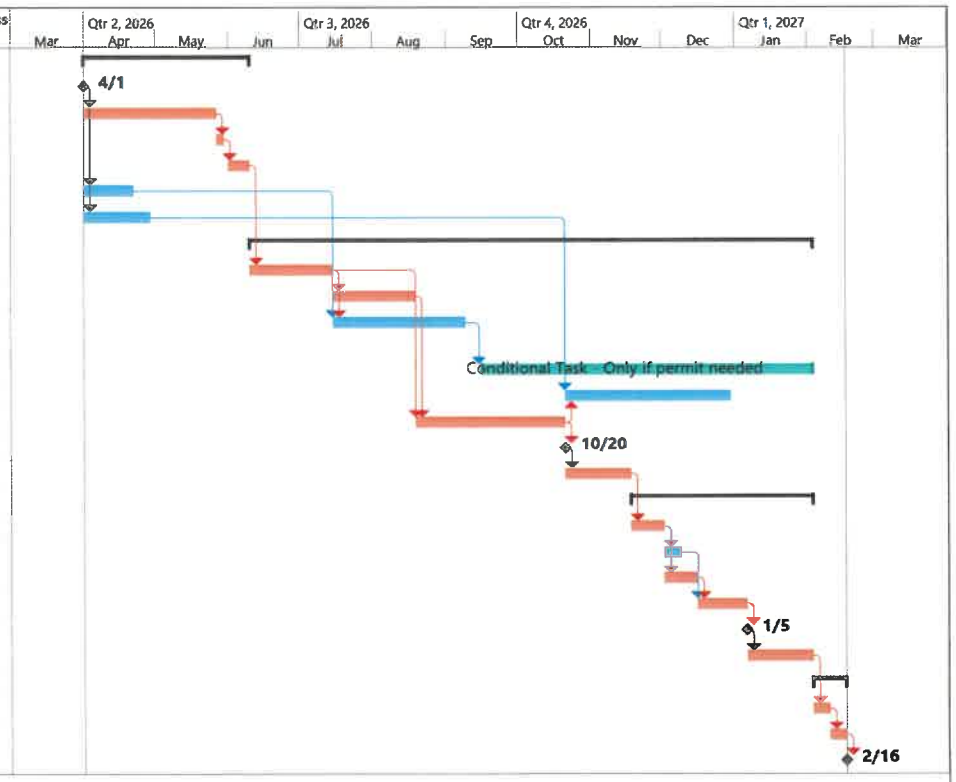
- Existing topographic survey
- Right-of-way and property information
- Any available prior plans

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 Mode	Task Name	Duration	Start	Finish	Predecess
1		**Project Initiation & Data Review**	**50 days**	**Wed 4/1/26**	**Tue 6/9/26**	
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	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

Proposal Name: Caspian Road Sidewalk (Polk County)

Tasks	Principal $275 per hour		Director $250 per hour		Sr. Project Mgr. $185 per hour		Sr. Associate $145 per hour		Associate 2 $100 per hour		CSDG Labor		Reimbursable Expenses	Total
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
SCOPE OF SERVICES														
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	186	$ 34,410.00		$ -	207	$ 20,700.00	414	$ 60,360.00		$ 60,360.00
Task 3 - Roadway Plans		$ -	14	$ 3,500.00	68	$ 12,580.00	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	25	$ 3,500.00		$ 3,500.00
Total	**9**	**$ 2,475.00**	**78**	**$ 19,000.00**	**482**	**$ 89,170.00**	**30**	**$ 4,350.00**	**664**	**$ 66,400.00**	**1261**	**$ 181,395.00**	$ -	**$ 181,395.00**
Subconsultant - Environmental Services														**$ 13,305.00**
Total Estimated Cost	**9**	**$ 2,475.00**	**78**	**$ 19,000.00**	**482**	**$ 89,170.00**	**30**	**$ 4,350.00**	**664**	**$ 66,400.00**	**1261**	**$ 181,395.00**	$ -	**$ 194,700.00**

EXHIBIT "B"

Exhibit "B"

CIVILSURV
A Tradition of Innovative Engineering

Labor Multiplier Calculation

CivilSurv Design Group, Inc. – FDOT FAR Audited Rates

Actual Payroll	1.00
Facilities Costs and Capital	0.12
Reimbursable Expenses	0.05 – Polk County
Actual General Overhead	1.34
Actual Sub-Total	2.51
Profit (@15%)	0.38
Reduced Polk County Rate	**2.89**

CIVILSURV
A Tradition of Innovative Engineering

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

Agenda Item R.20. 4/21/2026

SUBJECT

Approve Modification No. 2 to CSA No. 22-82-01 with AIM Engineering & Surveying, Inc. (Consultant) for Post-Design Services for the 1st Street NW Sidewalk Project. ($30,221.00 one-time expense).

DESCRIPTION

On February 21, 2023, the Board of County Commissioners approved CSA No. 22-82-01 with the Consultant to provide professional engineering services for new sidewalk along 1st Street NW between Dove Meadow Trail and Central Avenue NW, and along Central Avenue NW to connect to the existing sidewalk and provide connectivity to Kathleen Road, which includes a geotechnical investigation, utility coordination and subsurface utility exploration (SUE), permitting, structural wall design, sidewalk and drainage design and plan preparation at a total not-to-exceed fee of $372,592.53.

On July 16, 2024, the Board of County Commissioners approved Modification No. 1 for CSA 22-82-01. Modification No. 1 provided the Consultant to perform additional permitting services due to the ongoing litigation between the state and federal government surrounding the State 404 Program. Modification No. 1 increased the contract amount by $30,259.34, bringing the overall contract amount to $402,851.87.

Final signed and sealed plans have been submitted, and the project is currently being bid out to potential contractors. Due to the amount of drainage structures planned to be constructed for the project, the County determined that post-design services from the Consultant would be necessary to help address any issues that may arise while the project is under construction. Therefore, an amendment to the Scope of Services is needed to allow the Consultant to perform these post-design services.

Modification No. 2 will increase the contract amount by $30,221.00 as outlined in exhibit “A” for an overall contract amount of $433,072.87.

RECOMMENDATION

Request the Board approve Modification No. 2 to CSA No. 22-82-01 with the Consultant to increase the contract amount by $30,221.00 for the addition of post-design services related to the construction of the 1st Street NW Sidewalk Project, which will result in a new total contract amount of $433,072.87.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Klayton Fees, P.E.
Project Manager
Roads & Drainage / Project Management Section
(863) 535-2281
klaytonfees@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Klayton Fees, P.E. (863) 535-2281 (Name and Phone Number) DATE: 4/2/26

RETURN TO: Klayton Fees DIVISION: Roads & Drainage (TR01)

BOARD AGENDA DATE: N/A COUNTY MANAGER ITEM: ☐

PROJECT: 1st St NW Sidewalk Project

CSA/CONTRACT NUMBER: 22-082-01

MODIFICATION NUMBER: 2 CHANGE ORDER NUMBER: ___

TYPE OF AGREEMENT: CSA Modification

NAME OF CONSULTANT/CONTRACTOR: AIM Engineering & Surveying, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: ___

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

County Attorney

For CAO Use Only:

Assigned Staff: Noah Log-In Date: MAR 18 2026

CAO Project Number: 2026-193 Log-Out Date: 3/20/2026

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #: 22-82-01 (Mod. 2) (Assigned by Procurement)

To be completed by the requesting Division:

Date: 3/12/2026 Division: Roads & Drainage Division

Project Manager's Name: Klayton Fees, P.E. Phone #: 863-535-2281

Project Name: 1st Street NW Sidewalk Project

Total Project Budget: $2,250,000.00 Project # 5400012

Estimate of Construction Cost: $1,500,000.00

Proposed Consultant: AIM Engineering & Surveying, Inc. Fee: $ 30,221.00

Master Consultant Agreement # 22-82

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 3/13/26
Division Director/Designee

Procurement Division

Date Received: 3/17/26 Date Reviewed by Analyst: 3/17/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 3/18/2026 Date Reviewed: 3/20/2026

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 8/25/20(MS)

Consultant Services Authorization - Modification

Firm	AIM Engineering & Surveying, Inc.
Master Agreement No.	22-082
CSA No. Modification No.	22-082-01 2
Project Name	1st St NW Sidewalk Project
Project Description	Additional effort for post-design services.
Project Exhibits and Attachments (Ex. B, C & D not required)	Exhibit "A" – Scope of Services
Duration : (Original): Additional days:	Through completion of construction
Compensation (Original) Additional Compensation:	Total Cost Not to Exceed: $ 402,851.87 Total Cost Not to Exceed: $ 30,221.00
Special Contract Conditions	None in Modification
Insurance Requirements	Same requirement as original
Liquidated Damages	Same as original
Budget Source/Availability	14971.540152101.5666000.5400012

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this _____ day of _____, 20____.

Attest:
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairperson
Board of County Commissioners

Review as to form and legal sufficiency
_____ 3/26/2026
County Attorney's Office Date

Attest:

Jaclyn A. Hill
Corporate Secretary

SEAL

Date: 3/9/2026

AIM Engineering & Surveying, Inc.
CONSULTANT COMPANY NAME

Mary A Levy
Authorized Corporate Officer

Tracy Levy, Treasurer
[Printed Name and Title]

Date: 3/9/2026

AIM Engineering & Surveying, Inc.

Tampa Office
201 E. Kennedy Blvd.
Suite 1800
Tampa, Florida 33602

Telephone: 813-627-4144
Toll Free: 888-627-4144
Fax: 813-664-1899
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

Klayton Fees, P.E., Project Manager
Polk County Board of County Commissioners
Roads & Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33830

Re: 1st Street NW
Sidewalk Design project
Professional Services Fee Proposal
CSA 22-082-01 (Modification 2)

March 3, 2026

Dear Mr. Fees:

AIM Engineering and Surveying, Inc. (AIM) is pleased to submit this modification to the original fee proposal for professional services for 1st Street NW Sidewalk Design project. This amended proposal was based on the AIM team's experience with the level of service expected to be provided following the design phase during construction. This document will serve as a modified scope of services with an attached proposed maximum not-to-exceed fee for this contract assigned under the authority of our continuing services contract with Polk County, Contract No. 22-082.

From the original CSA, please amend the following:

Section (H) – Post Design Services

Post Design Services are support services that may be required to address changed conditions and other services not covered under original contract to facilitate and satisfactorily complete construction. These services are not intended to address any AIM errors and/or omissions that may occur. The hours required to complete these tasks may be increased or decreased by the County based on actual project requirements and needs.

The following items are representative, but not limited to, services related to construction assistance to be provided by AIM. During the construction phase, it is understood a County designee is to administer the construction contract, perform records management, carry out resident engineering and inspection services and to provide As-Built drawings.

AIM shall furnish the following services:

- Attend one pre-construction meeting prior to commencement of construction to assist the County designee as required;
- Attend weekly progress meetings via Teams/Zoom for 6 months and bi-weekly for 6 months during construction;
- Provide written interpretations of the Contract Documents to the County designee and respond to questions concerning unforeseen conditions affecting the project design and construction. Responses to ten contractor/County designee requests for information are anticipated and included in this fee proposal;
- Attend ten site visits as necessary to respond to problems encountered during construction and conduct field investigations as required by the County's designee;
- Attend final walk through with the County.

VI. Compensation

The proposed maximum not to exceed fee for the professional engineering services described above is $30,221.00. See Exhibit A-1 for a staff hour breakdown of this proposed professional services fee.

If there are any questions regarding the enclosed material or if we can provide additional information to assist the County with its review, please contact us.

Sincerely,

AIM Engineering and Surveying, Inc.

Anastasiya Senyushkina

Anastasiya Senyushkina, PE.
Project Manager

EXHIBIT A-1
ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

CSA 22-082-01
Name of Project: 1st Street NW Sidewalk
County: Polk

Consultant Name: AIM Engineering & Surveying, Inc.
Date: 3/3/2026

Estimator: Anastasiya Senyushkina, PE

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	Design CAD Technician	Survey Project Manager	Senior Planner	Planner	Senior Scientist	Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$210.00	$226.00	$239.00	$180.00	$145.00	$110.00	$94.00	$153.00	$157.00	$0.00	$0.00	$74.00			
3. Project General and Project Common Tasks	116	0	17	29	35	29	6	0	0	0	0	0	0	116	$21,938	$189.12
Total Staff Hours	116	0	17	29	35	29	6	0	0	0	0	0	0	116		
Total Staff Cost		$0.00	$3,842.00	$6,931.00	$6,300.00	$4,205.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$21,938.00	$189.12

Check = $21,938.00

Survey Field Days by Subconsultant
3 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				$21,938.00
OVERHEAD:		0%		$0.00
OPERATING MARGIN:		0%		$0.00
FCCM (Facilities Capital Cost Money):		0.00%		$0.00
EXPENSES:		0.00%		$0.00
Survey (Field - if by Prime)	0	3-person crew days @	$ - / day	$0.00
SUBTOTAL ESTIMATED FEE:				**$21,938.00**
Subconsultant: Patel, Green & Associates				$8,283.00
Subconsultant:				$0.00
SUBTOTAL ESTIMATED FEE:				**$30,221.00**
GRAND TOTAL ESTIMATED FEE:				**$30,221.00**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

CSA 22-082-01
Name of Project: 1st Street NW Sidewalk
County: Polk

Consultant Name: Patel, Green & Associates
Date: 3/3/2026

Estimator: Patricia Christie, PE

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	Design CAD Technician	Survey Project	Senior Planner	CAD Tech	Senior Scientist	Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$0.00	$0.00	$239.00	$210.00	$188.00	$116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	42	0	0	7	21	8	6	0	0	0	0	0	0	42	$8,283	$197.21
Total Staff Hours	42	0	0	7	21	8	6	0	0	0	0	0	0	42		
Total Staff Cost		$0.00	$0.00	$1,673.00	$4,410.00	$1,504.00	$696.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$8,283.00**	**$197.21**
														Check =	$8,283.00	

SALARY RELATED COSTS:		$8,283.00
OVERHEAD:	0%	$0.00
OPERATING MARGIN:	0%	$0.00
FCCM (Facilities Capital Cost Money):	0.00%	$0.00
EXPENSES:	0.00%	$0.00
SUBTOTAL ESTIMATED FEE:		**$8,283.00**
GRAND TOTAL ESTIMATED FEE:		**$8,283.00**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Representing	Print Name	Signature / Date
Polk County	**Klayton Fees**	
AIM Engineering & Surveying, Inc.	**Anastasiya Senyushkina**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
			3.1 Public Involvement Subtotal		**0**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	1	12	12	1 hours per month for 12 months (construction)
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	84	84	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	10	2	20	Includes Responses to RFI's and Shop Drawing Review (10 at 2 hrs)
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	0	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
			3. Project Common and Project General Tasks Total		**116**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Survey	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	40	1	40	Pre-con meeting in person (2 hrs x 2 EORs = 4 hrs) + Weekly Teams meetings for 6 months @ 1 hr each (24 hrs) biweekly meetings for 6 months @ 1 hr each (12 hrs
Phase Reviews	EA	0	0	0	
Field Reviews	EA	11	4	44	10 field reviews x 2 people x 2 hours (40) + final walk through (4 hrs) = 44 hrs
Total Project Manager Meetings		51		84	Total PM Meeting Hours carries to Task 3.6 above

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

Representing	Print Name	Signature / Date
Polk County	Klayton Fees	
PGA	Juan Ortega-Rosales	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
			3.1 Public Involvement Subtotal		0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	42	42	1 Revisions @ 20 hr/ea, 2 RFI / RFM Responses @ 2 hr/ea, 2 Shop Drawing Reviews @ 4 hr/ea, 6 Meetings @ 1 hr/ea, 1 field reviews at 4 hrs each
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	0	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
			3. Project Common and Project General Tasks Total		42	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Survey	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

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

Agenda Item R.21. 4/21/2026

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Island Slough Lane, Myrtle Hammock Lane, Preserve Pointe Boulevard, Sawgrass Hammock Lane, and Scrub Oak Hammock Road within the Preservation Pointe Subdivision, near Davenport. ($3,271.93 one-time expense)

DESCRIPTION

In November 2018, the Board of County Commissioners approved the Subdivision Parking Restriction Policy, which allows subdivision homeowners associations to propose parking restrictions on one side of the street for roads within the subdivision. The Roads & Drainage Division subsequently received a request from the Preservation Pointe Homeowners Association to restrict parking within the subdivision. Preservation Pointe is located in the Davenport area in S-14, T-265S, R-27E and its roads are classified as Local Residential roads.

Staff conducted a field visit within the subdivision and found no engineering issues that would prevent the restriction of parking in the areas proposed by the homeowners association. Staff subsequently mailed ballots to the homeowners, and received opposition votes of less than 33%, per the Policy.

FS 316.008 gives the Board of County Commissioners authority to set parking restrictions on County roadways. Additionally, the posting of the restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions within the Preservation Pointe subdivision. Estimated cost for installation of the signs is $3,271.93.

FISCAL IMPACT

Funding is budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS the Polk County Board of County Commissioners, on November 20, 2018, approved the Subdivision Parking Restriction Policy, which allows a subdivision homeowners association to propose parking restrictions along one side of the street on roadways within its subdivision, and

WHEREAS the Preservation Pointe Homeowners Association has proposed parking restrictions along the following County-maintained roads located in S-14, T-26S, R-27E:

Island Slough Lane (Road Number 671407) from Dead End South to Scrub Oak Hammock Road, and

Myrtle Hammock Lane (Road Number 671406) from Dead End South to Scrub Oak Hammock Road, and

Preserve Pointe Boulevard (Road Number 671401) from County Road 547 (Lee Jackson Highway) to Dead End East, and

Sawgrass Hammock Lane (Road Number 671408) from Dead End South to Scrub Oak Hammock Road, and

Scrub Oak Hammock Road (Road Number 671404) from Preserve Pointe Boulevard to Sawgrass Hammock Lane, and

WHEREAS a field visit verified that no engineering issues exist that would prevent the restriction of vehicular parking in areas proposed by the homeowners association, and

WHEREAS the County sent ballots to all subdivision homeowners, requesting their vote, and

WHEREAS less than 33% of homeowners returned ballots to the County indicating their opposition to the proposed parking restrictions, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Island Slough Lane to be posted “No Parking This Side of Street” on the west side, from Dead End South to Scrub Oak Hammock Road; and Myrtle Hammock Lane to be posted “No Parking This Side of Street” on the west side, from Dead End South to Scrub Oak Hammock Road; and Preserve Pointe Boulevard to be posted “No Parking This Side of Street” on the south and west sides, from County Road 547 (Lee Jackson Highway) to Dead End East; and Sawgrass Hammock Lane to be posted “No Parking This Side of Street” on the west side, from

Dead End South to Scrub Oak Hammock Road; and Scrub Oak Hammock Road to be posted “No Parking This Side of Street” on the east and south sides, from Preserve Pointe Boulevard to Sawgrass Hammock Lane.

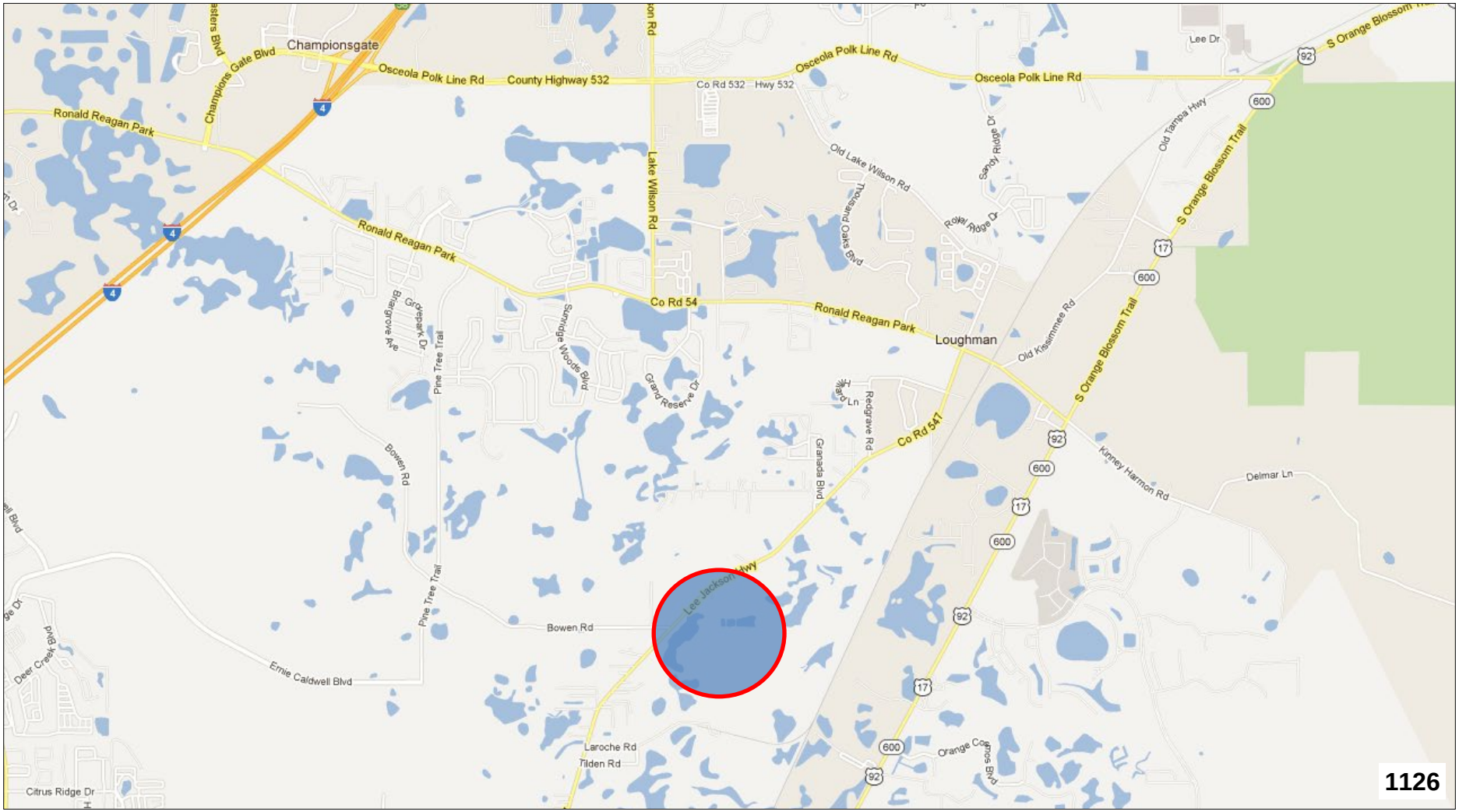
Adopted in Regular Session duly assembled this 21st day of April 2026.

Attest: Stacy M. Butterfield, Clerk	Board of County Commissioners Polk County, Florida
By: _____ Deputy Clerk	By: _____ Martha Santiago, Ed.D., Chair

Preservation Pointe Sub (Davenport Area)

Request for Subdivision Parking Restrictions

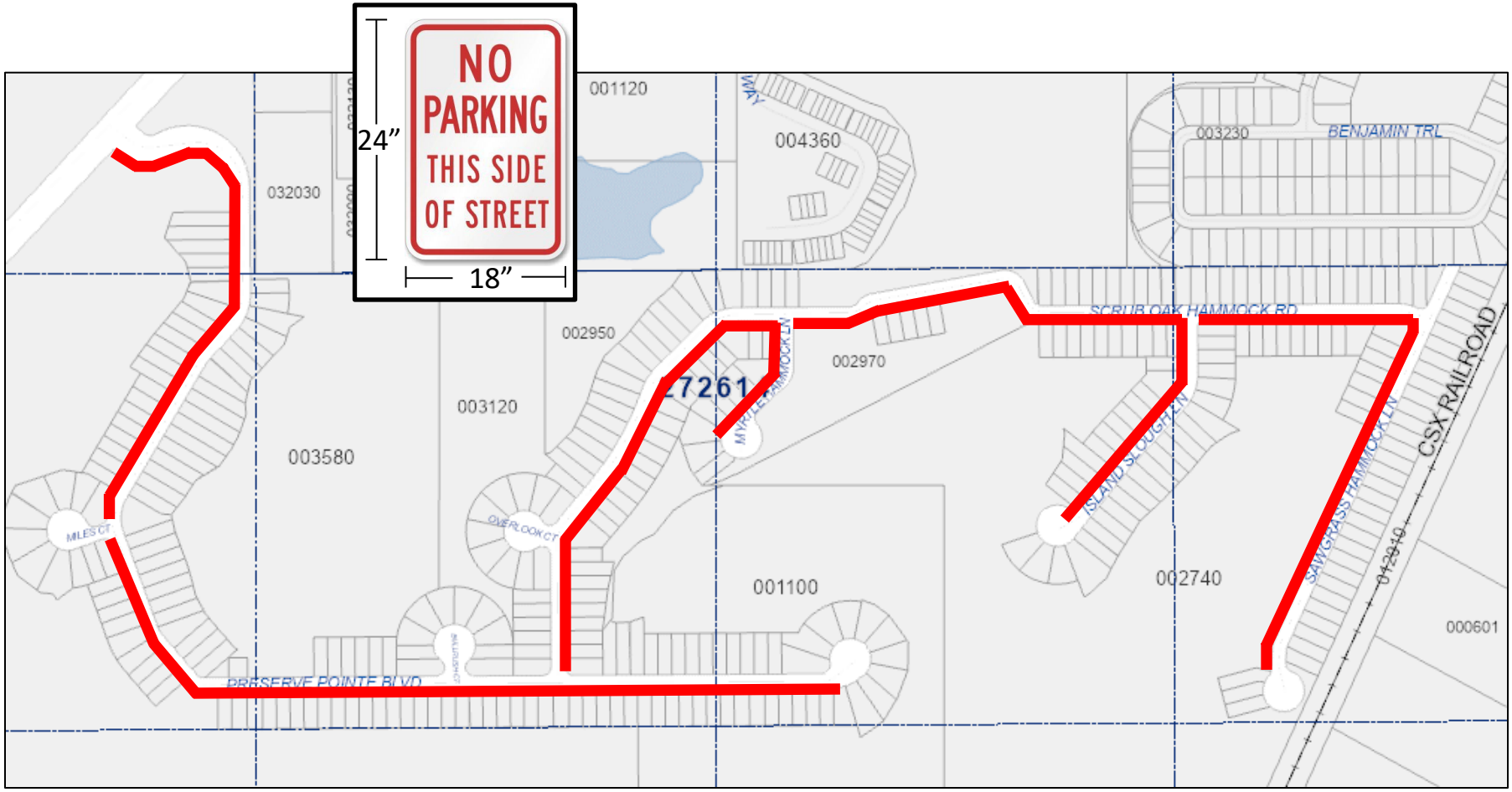
Vicinity Map



N

Areas of Proposed Parking Restrictions

PRESERVATION POINTE



Agenda Item R.22. 4/21/2026

SUBJECT

Adopt a Resolution Setting Speed Limits on Grandview Parkway and Posner Boulevard, near Davenport. ($1,332.70 one-time expense)

DESCRIPTION

The Polk County Board of County Commissioners was recently transferred the ownership of and maintenance responsibility for Grandview Parkway and Posner Boulevard from the City Center Community Development District. As new roads in the County's inventory, Resolutions setting speed limits for the two roads do not exist. Grandview Parkway and Posner Boulevard are located in the Davenport area in S-17 and 18, T-26S, R-27E, and are classified as Urban Collector roads.

Staff conducted traffic studies within the area, as outlined in Section 316.189 of the Florida Statutes, and investigated the five-year crash history. It was subsequently determined that postings of 35 M.P.H. are reasonable for Grandview Parkway and Posner Boulevard. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limits.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zones for Grandview Parkway and Posner Boulevard. Cost of installation of signs is estimated at $1,332.70.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Polk County Roads & Drainage Division conducted speed studies on the following County maintained Urban Collector roads:

Grandview Parkway (Road Number 671701); from Ernie Caldwell Boulevard to Dead End North, and

Posner Boulevard (Road Number 671815); from US Highway 27 to Grandview Parkway, and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and it was subsequently determined that postings of 35 M.P.H. are reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Grandview Parkway to be posted 35 M.P.H. from Ernie Caldwell Boulevard to Dead End North; and Posner Boulevard to be posted 35 M.P.H. from US Highway 27 to Grandview Parkway.

Adopted in Regular Session duly assembled this 21st day of April 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

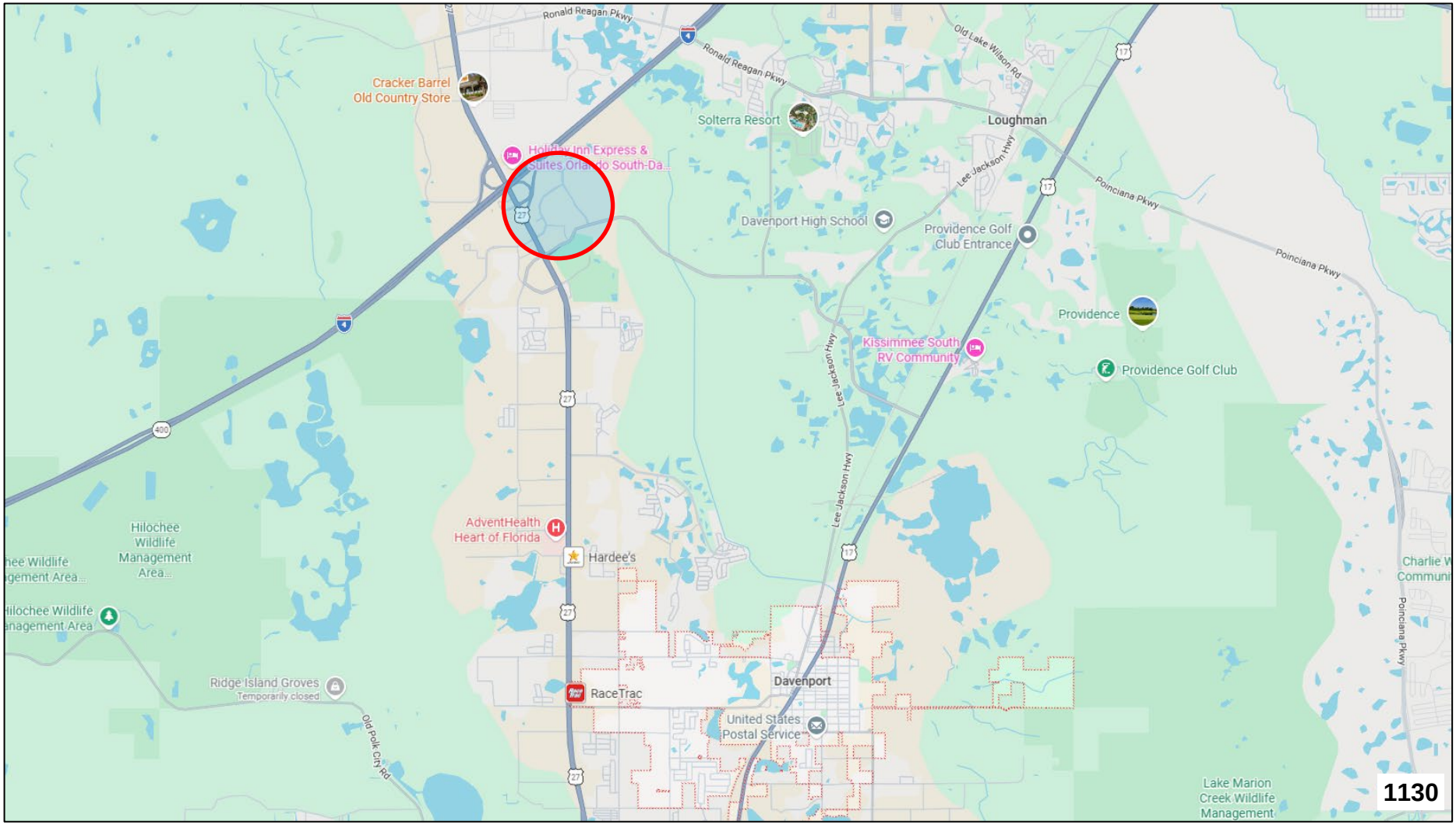
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Grandview Pkwy & Posner Blvd (Davenport Area)

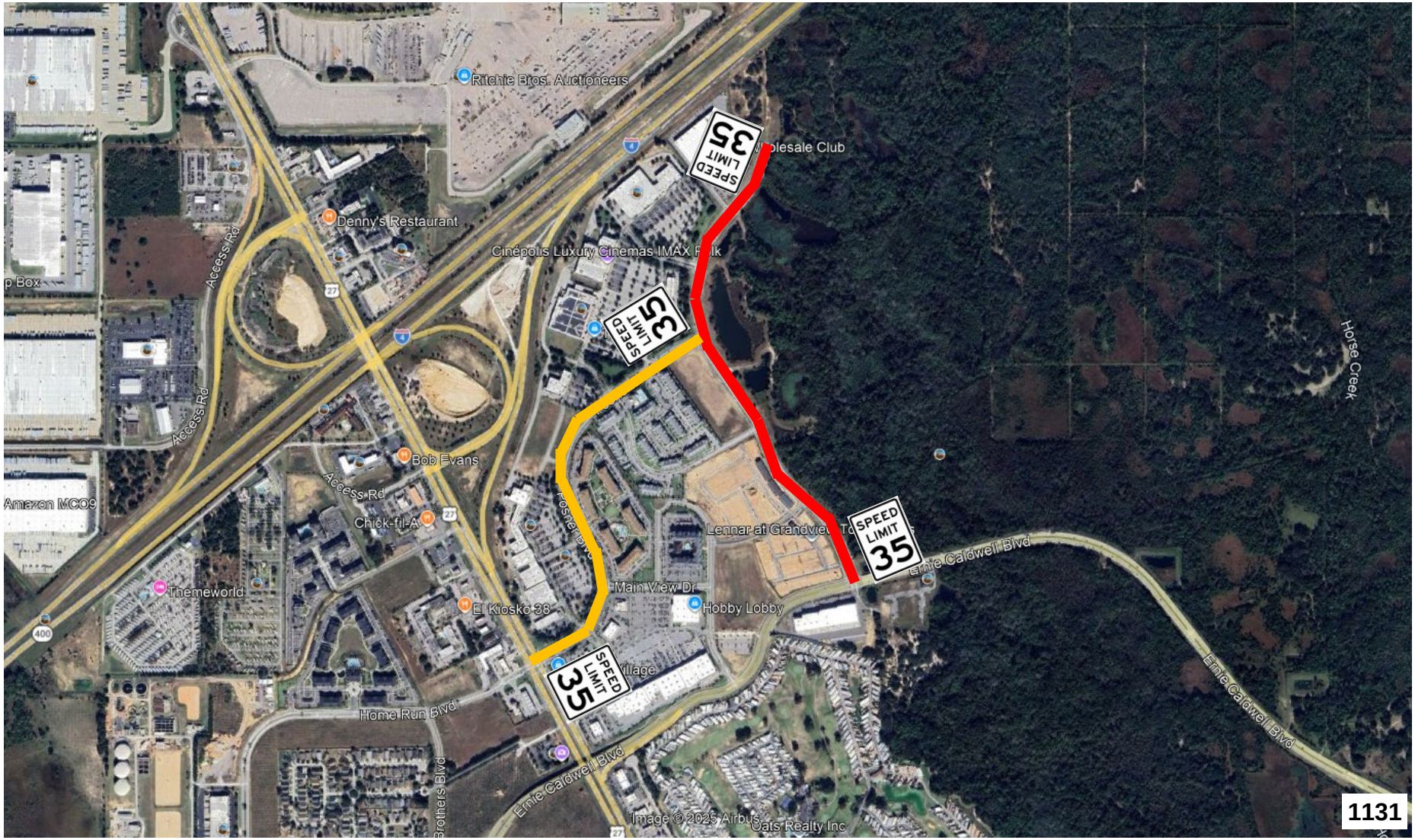
Request for Speed Limit Postings

Vicinity Map



Grandview Pkwy & Posner Blvd (Davenport Area)

Request for Speed Limit Postings



POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Grandview Pkwy			**Road Number**	671701
Section	17	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	UC
From	Ernie Caldwell Blvd	**Node**	N/A	**Mile Post**	0.00
To	Dead End North	**Node**	N/A	**Mile Post**	0.83

REASON FOR RESOLUTION

Customer Service Request #	**N/A**	**Internal Request**	✓	**External Request**	
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Newly-transferred road to Polk County; does not have a resolution for speed limit.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	2	**Number of Curves**	5	**Number of Turns**	0
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	7	**Sight Distance of Intersections**	Adequate		
Number of Driveways	0	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	1	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	35				
Proposed Speed Limit Posting (M.P.H.)	35				
From Mile Post	0.000				
To Mile Post	0.830				

Notes:
Traffic Data was collected at one location in the area. The 85th percentile speed was 37 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	1/21/2025
Entered by	Steve Logan	**Date**	4/1/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	04/02/26

POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Posner Blvd			**Road Number**	671815
Section	18	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	UC
From	US Hwy 27	**Node**	N/A	**Mile Post**	0.00
To	Grandview Pkwy	**Node**	N/A	**Mile Post**	0.71

REASON FOR RESOLUTION

Customer Service Request #	**N/A**	**Internal Request**	✓	**External Request**	
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Newly-transferred road to Polk County; does not have a resolution for speed limit.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	1	**Number of Curves**	2	**Number of Turns**	0
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	8	**Sight Distance of Intersections**	Adequate		
Number of Driveways	0	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	1	**Number of Signals**	1		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	35				
From Mile Post	0.000				
To Mile Post	0.710				

Notes:
Traffic Data was collected at one location in the area. The 85th percentile speed was 37 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	1/21/2025
Entered by	Steve Logan	**Date**	4/1/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	04/02/26

Agenda Item R.23. 4/21/2026

SUBJECT

Adopt Resolution Setting Truck Restrictions on Wilder Road (near Lakeland). ($412.90 one-time expense)

DESCRIPTION

Polk County Roads & Drainage recently received a request from an area resident to restrict commercial trucks on Wilder Road. In researching the request, staff discovered that some commercial truck drivers are utilizing Wilder Road to travel between US Highway 98 North and Socrum Loop Road North. Commercial trucks cannot easily navigate this roadway, which are residential in nature. Furthermore, commercial truck traffic has already been restricted on Socrum Loop Road North. The Roads & Drainage Division proposes to restrict through commercial vehicles along Wilder Road to encourage truck traffic to use US Highway 98 North rather than travel through a residential area.

FS 316.008 allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic. Based on staff research, it was determined that postings of “No Thru Trucks” for Wilder Road will benefit the residents in the area, as well as the traveling public, by restricting commercial traffic.

RECOMMENDATION

Request Board adopt the associated Resolution to establish truck restrictions for Wilder Road. Estimated cost of installation of the signs is $412.90.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS Section 316.008, Florida Statutes, allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic, and

WHEREAS the following road is a County-maintained Rural Minor Collector road:

Wilder Road (Road Number 731206) from US Highway 98 North to Socrum Loop Road North, Located in S-12, T-27S, R-23E, and

WHEREAS the conveyance of commercial truck traffic along this road has been found to be incompatible with the normal and safe movement of traffic,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Wilder Road to be posted "No Thru Trucks" from US Highway 98 North to Socrum Loop Road North.

Adopted in Regular Session duly assembled this 21st day of April 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

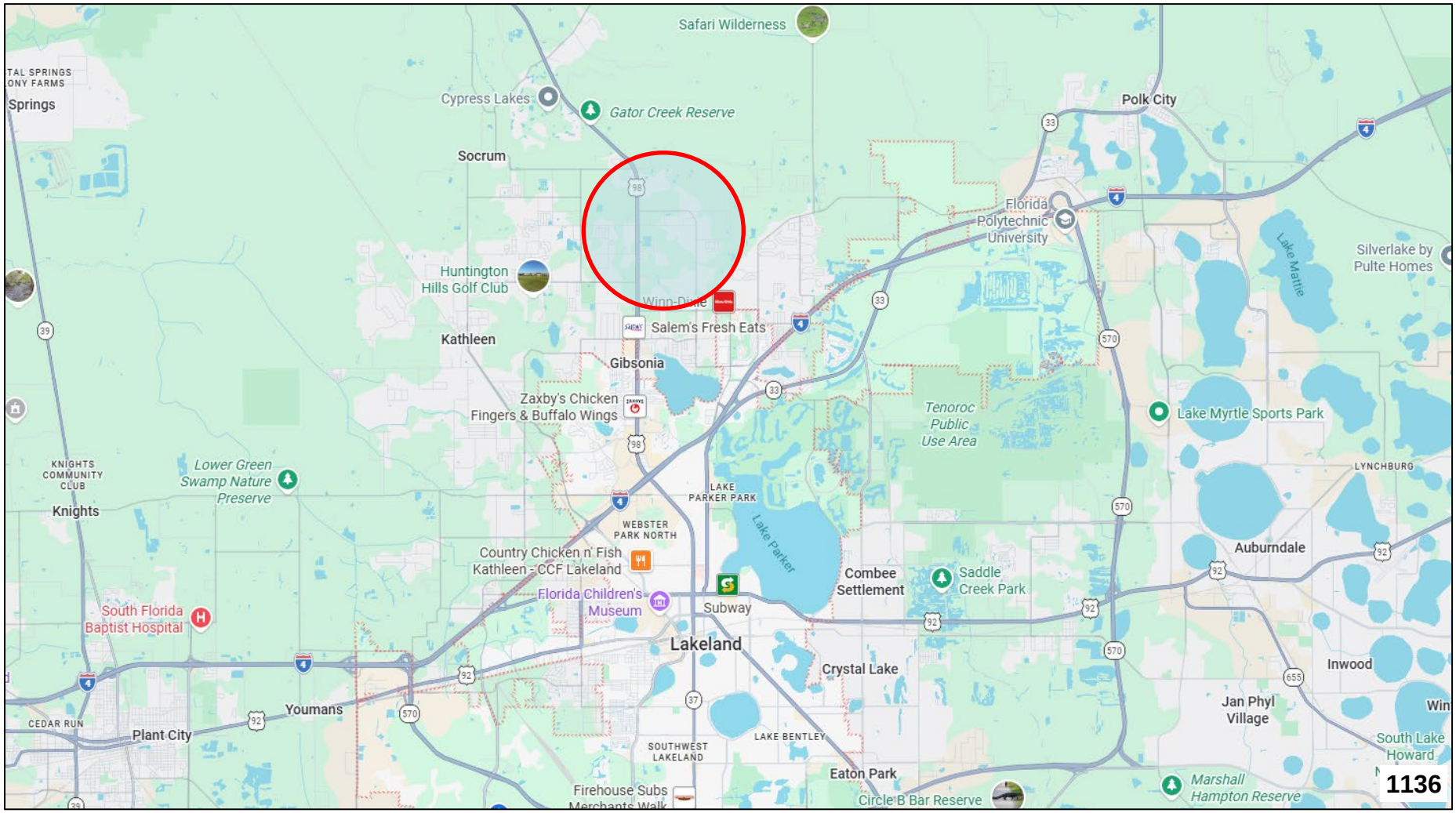
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Wilder Rd (Lakeland Area)

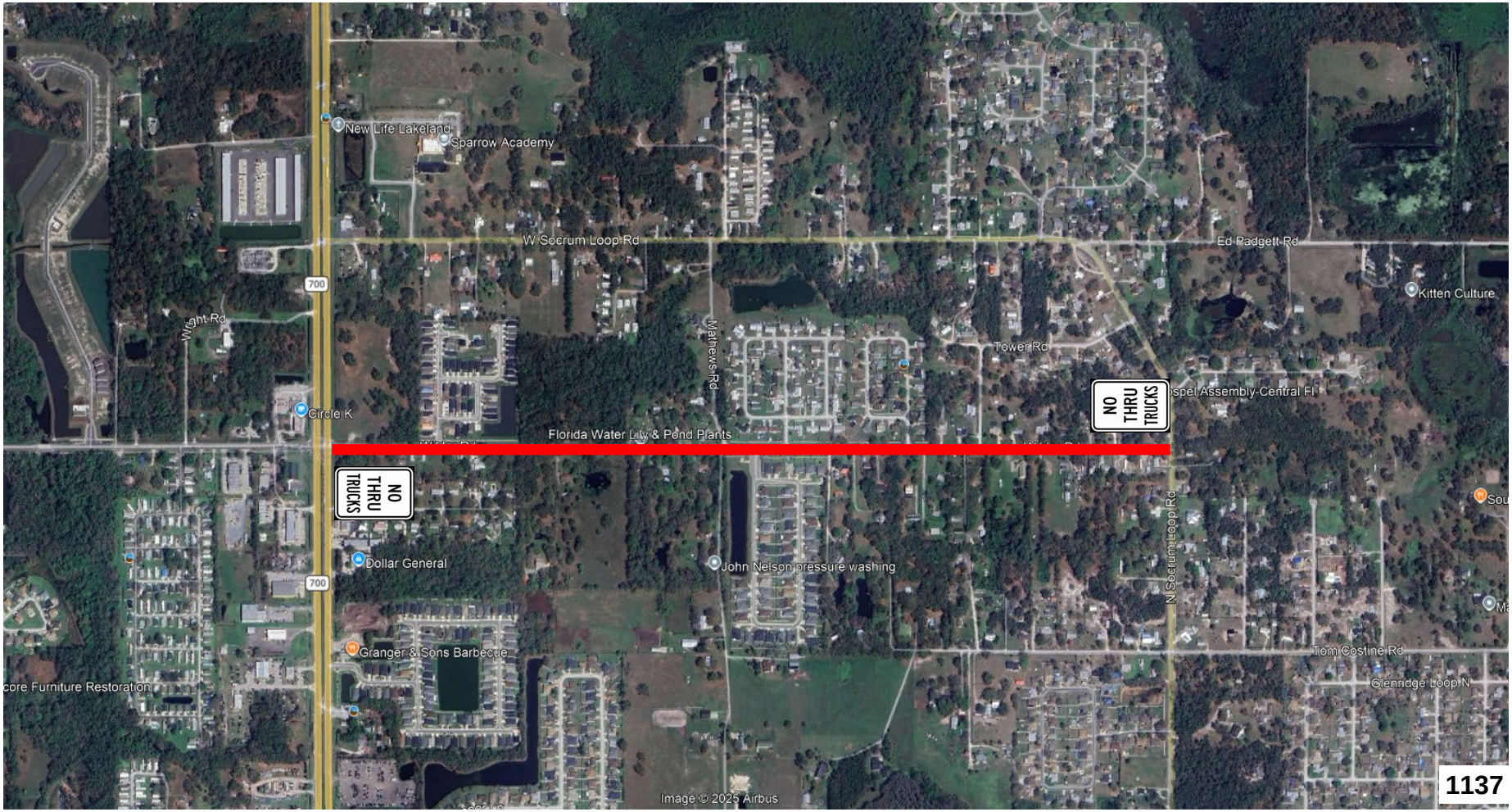
Request for Truck Restrictions

Vicinity Map



Wilder Rd (Lakeland Area)

Request for Truck Restrictions



Agenda Item R.24. 4/21/2026

SUBJECT

Approve selection committee's recommendation to authorize staff to enter into contract negotiations with all proposers, Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services. (No fiscal impact)

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals for the purpose of

Disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The work includes, but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility.

Request for Proposal (RFP) 26-012, Disaster Debris Monitoring Services was issued and five vendors submitted proposals. The selection committee met on March 24, 2026, to evaluate and score the proposals. The three highest scored firms were elevated to interviews. On Wednesday, April 1, 2026, the selection committee conducted interviews and received presentations from the proposers. After the interviews, the selection committee ranked the proposers. The consensus of the selection committee was to request the Board authorize staff to enter into negotiations with all Proposers interviewed, starting with Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary, and Thompson Consulting Services, LLC as the tertiary.

The following is a listing of the firms and their rankings:

Proposer	City	Rank
Rostan Solutions, LLC	Lake Worth, FL	1
Tetra Tech, Inc.	Maitland, FL	2
Thompson Consulting Services, LLC	Maitland, FL	3

A recommendation of award was made with Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation to authorize staff to enter into contract negotiations with all proposers, Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Tabatha Shirah
Senior Procurement Analyst
Procurement
(863) 534-5935
tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

Polk County

Board of County Commissioners

Agenda Item R.25. 4/21/2026

SUBJECT

Approve selection committee's recommendation to authorize staff to enter into contract negotiations with CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary for debris removal services. (No fiscal impact)

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals for the purpose of Disaster debris clean-up and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of-way, streets and roads, either public or private as directed by the client; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Polk County; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, biohazardous waste and dead animals.

Request for Proposal (RFP) 26-011, Disaster Debris Removal Services was issued and thirteen vendors submitted proposals. The selection committee met on March 24, 2026, to evaluate and score the proposals. The four highest scored firms were elevated to interviews. On Wednesday, April 1, 2026, the selection committee conducted interviews and received presentations from the proposers. After the interviews, the selection committee ranked the proposers, resulting in a tie between AshBritt and Looks Great Services of MS, Inc. for the second highest ranked proposer. On Tuesday, April 7, 2026, the selection committee reconvened to discuss and collectively decide which Proposer will be secondary and tertiary. The consensus of the selection committee was to request the Board authorize staff to enter into negotiations with CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary.

The following is a listing of the firms and final rankings:

Proposer	City	Rank
CrowderGulf Joint Venture, Inc.	Mobile, AL	1
AshBritt, Inc.	Deerfield Beach, FL	2
Looks Great Services of MS, Inc.	Columbia, MS	3
Ceres Environmental Services, Inc.	Sarasota, FL	4

A recommendation of award was made with CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary and no protest were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff to enter into negotiations with all proposers, CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary for debris removal services.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

Procurement

(863) 534-5935

tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

Agenda Item R.26. 4/21/2026

SUBJECT

Approve Northeast Landfill Customer Convenience Center (NELF-CCC) Pilot Project and adopt a Resolution establishing the NELF-CCC disposal rates

DESCRIPTION

In an effort to combat illegal dumping in the northeast region of Polk County, the Solid Waste Division will implement a pilot project at the Polk County Northeast Landfill, located at 4001 Bannon Island Rd, Haines City.

The “NELF-CCC” pilot will accept items commonly found in illegally dump sites including household waste, furniture, bulky wastes, yard debris, residential construction debris (not commercial), tires and scrap metal.

The rate structure for disposal will be “by vehicle type” including:

Car/SUV/Pickup - $10.00

Vehicle with <6’ Utility or enclosed trailer - $18.00

Vehicle with 6’-16’ Utility or enclosed trailer - $27.00

Tires - $5.00 each

Residents must show proof of residency and payments only by debit/credit card (no cash accepted). No commercial entities will be allowed to utilize this facility, including no automated dump trailers.

Hours of operation: Monday - Friday 09:00AM to 03:00PM, Saturday 09:00AM to 01:00PM.

RECOMMENDATION

Approve the “NELF-CCC” Pilot Project and adopt the attached Resolution establishing the NELF-CCC disposal rates.

FISCAL IMPACT

Funds are available in the Solid Waste Operations budget.

CONTACT INFORMATION

Brian Cogswell

Director of Solid Waste Division

10 Environmental Loop S, Winter Haven FL

863.284.4319

BrianCogswell@polkfl.gov <mailto:BrianCogswell@polkfl.gov>

RESOLUTION 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE FEES AND CHARGES FOR DISPOSING SOLID WASTE AT SITES AND FACILITIES OWNED AND OPERATED BY POLK COUNTY

WHEREAS, Florida Statutes, section 403.706, authorizes Polk County (the "County") to charge reasonable fees for the handling and disposal of Solid Waste at the sites and facilities (each a "Disposal Site") it owns and operates for that purpose; and

WHEREAS, Ordinance 13-069 further authorizes the County to establish fees and charges (the "Disposal Charges") for the disposal of Solid Waste at its Disposal Sites by resolution of the Board of County Commissioners (the "Board"); and

WHEREAS, the Board has from time to time previously established, amended, and restated a schedule (a "Landfill Fee Schedule") stating the Disposal Charges; and

WHEREAS, the County is implementing a pilot project which establishes a Customer Convenience Center (the "NELF-CCC") at the Northeast Landfill to accept items commonly found within illegal dump sites; and

WHEREAS, because the NELF-CCC disposal rates will differ from the current Disposal Charges, the Landfill Fee Schedule must be revised to include the NELF-CCC rate structure;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT ITS DULY NOTICED REGULAR MEETING CONDUCTED APRIL 21, 2026, THAT:

1. The Board hereby amends the Landfill Fee Schedule to include the NELF-CCC disposal rates stated on the schedule attached as Exhibit "A" to this Resolution for those types of wastes the County will accept at the NELF-CCC.
2. The NELF-CCC disposal rates shall be effective as of the date the NELF-CCC first accepts waste at the convenience center and shall continue until June 1st 2027.

ADOPTED THIS 21ST DAY OF APRIL, 2026.

ATTEST:

STACEY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

EXHIBIT "A"

(NELF-CCC Rate Schedule)

NORTHEAST LANDFILL CUSTOMER CONVENIENCE CENTER (NELF-CCC) SCHEDULE OF RATES PER VEHICLE/PRODUCT						
TYPE OF VEHICLE OR PRODUCT	**CAR/SUV/PICK-UP TRUCK**		**CAR/SUV/PICK-UP TRUCK TOWING A UTILITY OR ENCLOSED TRAILER LESS THAN SIX FEET (6') IN LENGTH**		**CAR/SUV/PICK-UP TRUCK TOWING A UTILITY OR ENCLOSED TRAILER BETWEEN SIX FEET (6') AND SIXTEEN FEET (16') IN LENGTH**	**TIRES (motor vehicle tires)**
DISPOSAL COST	$10.00		$18.00		$27.00	$5.00 (Each Tire)

Northeast Landfill Solid Waste Customer Convenience Center

Solid Waste
Division 04/17/2026

Pilot Project

Key information

- Revised schedule: Monday through Friday 9am-3pm and Saturday 9am-1pm*.
- Payment: by vehicle size/type; no cash

Type of Vehicle/Product	Disposal Cost
Car/SUV/Pickup 	$10.00
Vehicle with <6′ Utility or Enclosed Trailers 	$18.00
Vehicle with 6′-16′ Utility or Enclosed Trailers 	$27.00
Tires (each) 	$5.00



Pilot Scale Facility Cost Estimate

Item	Estimated Cost (1 year operation)*
2x Scalehouse Attendant	$127,032/year
1x Transfer Station Operator	$65,000/year
4x Rolloff containers	$20,710 (one-time expense)
1x Rolloff truck (lease + repairs + fuel + maintenance)	$120,000/year
1x Skid steer (lease + repairs + fuel + maintenance)	$26,295/year
1x Scalehouse	$91,190 (one-time expense)
1x Payment software and hardware	$1,000 (one-time expense)
Site preparation, security and communications	$90,000 (one-time expense)
Permitting	$10,000 (one-time expense)
One-time costs	**$212,900**
Recurring expenses	**$338,327**
TOTAL ESTIMATED COST	**$551,227**

** Worst case: six operating days/week.*

Agenda Item R.27. 4/21/2026

SUBJECT

Approve Amendment #2 to Agreement 2024-030 with RDK Assets, Inc. dba RDK Truck Sales (RDK) for waste collection truck lease. ($140,000.00 estimated expense)

DESCRIPTION

On March 5, 2024, the Board approved an agreement with RDK to lease 9 trucks to perform waste collection services for 13,000 residents in the southern parts of the county. The agreement also allows for the ability to lease additional trucks with Board approval.

On January 21, 2025, the Board approved Amendment No. 1 with RDK to lease 3 additional trucks for staff to run the County's transfer station located at the North Central Landfill (NCLF), 3131 K-Ville Road, Auburndale, FL 33823. The transfer station is available for use by Polk County residents to dispose of household waste. This area is intended for customers to hand offload refuse in a safe environment separate from heavy commercial equipment and traffic. The County currently receives approximately 200 tons per day at the transfer station. Solid Waste staff transfer the solid waste from the transfer station to North Central Landfill.

The Board approved a Customer Convenience Center Pilot Project in the northeast portion of the county in an effort to alleviate illegal dumping and promote clean communities. To accomplish this, Solid Waste will need to transport the waste from the Northeast Landfill (NELF), located at 4001 Bannon Island Road, Haines City, FL 33844 back to the NCLF

In order to provide these services, Solid Waste needs to lease 1 roll off truck from RDK. The attached Amendment #2 provides for leasing the truck needed for a 13-month period. The 13-month cost for this lease is $130,000.00 with an estimated maintenance cost of $10,000.00.

The attached Amendment #2 to the Agreement provides for the lease of the 1 roll off truck starting May 18, 2026, which is needed for the Solid Waste Division to provide transfer station services in house.

RECOMMENDATION

Request Board Approve Amendment #2 to Agreement 2024-030 with RDK Assets, Inc. dba RDK Truck Sales (RDK) for waste collection truck lease in the amount of $140,000.00

FISCAL IMPACT

Funds are available in the Solid Waste Fund.

CONTACT INFORMATION

Mike Baselice

Procurement Analyst

Procurement

(863) 534-6724

mikebaselice@polkfl.gov

MASTER AGREEMENT FOR WASTE COLLECTION TRUCK LEASES
#2024-030
AMENDMENT #2

This AMENDMENT is made and entered into, effective as of the date last executed (the "Effective Date"), by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and RDK Assets, Inc. dba RDK Truck Sales (the "Vendor" or "Lessor"), a Florida corporation, located at 3214 Adamo Drive, Tampa, FL 33605, whose Federal Employer Identification number is 86-2038316.

WITNESSETH:

WHEREAS, the County and Vendor entered into Master Agreement for Waste Collection Truck Leases 2024-030 dated March 5, 2024 (the "Agreement"), to provide long term waste collection truck leases for the Solid Waste Division; and

WHEREAS, the Vendor has leased to the County nine (9) vehicles and related equipment for a lease term commencing May 1, 2024, through December 31, 2032; and

WHEREAS, the Vendor has leased to the County three (3) additional vehicles and related equipment to transport residential waste from the transfer station to the landfill; and

WHEREAS, the County now wishes to lease one (1) additional vehicle and related equipment to transport residential waste from the Northeast Landfill (NELF) Citizens Convenience Center to the North Central Landfill (NCLF); and

WHEREAS, pursuant to Section 2.9 of the Agreement, the County may amend the Agreement to lease additional equipment as needed; and

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

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

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

2. The Agreement is hereby amended to modify Exhibit "B" RDK Equipment Leases of the Agreement to include one (1) additional vehicle and related equipment, which is more fully set forth and described in Attachment "A" of this Amendment #2, attached hereto and fully incorporated herein.

3. The Vendor shall lease to the County the one (1) additional vehicle and related equipment for 13 months commencing on May 18, 2026 (the "Lease Commencement Date") and continuing through June 17, 2027. The Vendor shall ensure delivery of the additional vehicle and related equipment no later than the Lease Commencement Date.

4. The Agreement, as amended by this Amendment #2, continues in full force and effect.

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Signed By County _____

Polk County, a political subdivision
of the State of Florida

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

Reviewed as to form and legal sufficiency:

Noah Milo 4/3/24
County Attorney's Office Date

RDK Assets, Inc. dba RDK Truck Sales
a Florida corporation

By: _____
DAVID Schreiner
PRINT NAME

Controller
TITLE

Date: 04/09/2026

ADDENDUM TO A LEASE AGREEMENT BY AND BETWEEN RDK ASSETS, INC. dba RDK TRUCK SALES ("LESSOR"), AND POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ("LESSEE")

THIS ADDENDUM is executed as of the date of the parties' Lease Agreement ("Agreement") with a Lease Start Date of May 18, 2026, to which it is attached and made a part.

1. The lease term shall be from May 18, 2026, through June 17, 2027.

2. Section 5 - Insurance, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

> The Lessee is a political subdivision of the State of Florida. Pursuant to and in accordance with Section 768.28, Florida Statutes, the Lessee has chosen to be self-insured for liability and damage arising from the maintenance, use, operation, storage, servicing, and transport of the Equipment, and to any physical damage to the Equipment. Lessee shall make a written report to the Lessor within forty-eight (48) hours after Lessee has knowledge of any accident or occurrence involving the Equipment. Lessee shall cooperate with the Lessor and with any insurer in the investigation, prosecution, or defense of any claim or suit involving or related to the Equipment.

3. The following provision is added to the end of Section 6, Indemnity, Section 7 - Compliance with Law, and Section 9 - Lease, all of the Agreement Terms and Conditions section:

> Notwithstanding the foregoing, the Lessee's aggregate responsibilities to the Lessor and to any third parties regarding such indemnity shall not exceed the limits (the "Lessee Liability Limits") of liability stated in Section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Lessee is responsible to the Lessor or to any third party for any indemnity obligation in amounts exceeding the Lessee Liability Limits under any legal theory, claim, or cause of action.

4. Section 8 – Venue and Choice of Law, of the Agreement Terms and Conditions section is revised to add the Circuit Court of the Tenth Judicial Circuit as an additional agreed forum for any proceeding or suit related to the Agreement.

5. The initial sentence of Section 11 - Default, is revised to state all delinquent installments of lease payments shall bear interest at one percent (1%) per month on the unpaid balance, if not otherwise prohibited at law.

6. Section 16 - Public Records, of the Agreement Terms and Conditions section is amended and restated in its entirety, as follows:

16. Public Meetings and Records.

a) Lessor acknowledges the Lessee'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. Lessor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Lessor 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, Lessor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

i. keep and maintain public records required by the Lessee to perform its Agreement obligations;

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

iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessor does not transfer the records to the Lessee; and

iv. upon completion of this Agreement, transfer, at no cost, to the Lessee all public records in possession of Lessor or keep and maintain public records required by the Lessee to perform the service. If Lessor transfers all public records to the Lessee upon completion of this Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Lessee.

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

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

7. If any provision of this Addendum conflicts with any other provision of the Agreement, then the terms, conditions, and provisions of this Addendum shall control.

Stock # 110151 Invoice # _____

RDK ASSETS, INC. DBA RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information		*Shipping Address*
Customer #	13990	SAME
Customer Name	POLK COUNTY	
	10 ENVIRONMENTAL LOOP	
	WINTER HAVEN, FL 33880	

Phone # 863-284-4319 P.O. #/Job # _____ Ordered By Erik Hikman

Project _____ Job Location _____ Salesman Richard Kemner

Delivered By: ■ RKTR □ Lessee □ Other _____ Date/Time Shipped _____

Returned By: ■ RKTR □ Lessee □ Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
4V5KC9EH5TN711753	-	2026 Volvo Roll Off	13	$ 10,000.00	$ 130,000.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets. INC , DBA RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See re-verse side (Sec. 2) for allowance of hours.

Lease Starts_____ Mileage Out_____ Hours Out_____ Mileage In_____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs. Oil & filters must be changed every 200 hours. Customer is responsible for displaying name and DOT Number on cab. All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate 0.0

Lease Amount $ 130,000.00

Sales Tax $ 0.00

Transportation _____

Total $ 130,000.00

Vehicle Cost: $244,900.00

Sales Tax & Fees: $0.00

FET: 0

Total Cap Cost: $244,900.00

Total Due $ 130,000.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage $_____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORECED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Connie Nicholas Date 3/19/26

Lessee Name/Title (Print) _____ Reviewed By: _____ _____

Company Name _____

Option to extend for 6 months at $ 9,000 per month.

RDK ASSETS, INC. DBA RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. DBA RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple- shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water;and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the' amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any
applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Not withstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee;s potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for
return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may by incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DICLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. Except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, lessor shall not be liable for defects in or for any damages or loss to the equipment leased nor caused by the equipment lease, and under no circumstances shall lessor or manufacturer be liable and hereby specifically disclaims responsibility for any indirect special, incidental or consequential damages to the lessee or to any third party. The foregoing undertaking with respect to new equipment is in lieu of any other warranties, express or implied, including any warranty of merchant-ability or fitness for a particular purpose; further lessor makes no warranties whatsoever with respect to used equipment and lessee takes and rents any used equipment "as is" and with all faults or defects unless a modification is endorsed herein or contained in a separate writing signed by an officer of lessor. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement. 14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee 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 of the 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 Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. DBA RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. DBA RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. DBA RDK Truck Sales for any loss or dam- age to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. DBA RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto. Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Polk County

Board of County Commissioners

Agenda Item R.28. 4/21/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Trash out Services LLC. (No Fiscal Impact)

DESCRIPTION

Trash out Services LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Trash out Services LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: TrashOut Services LLC Date: _____

Status	Brief Description of Application Requirements
☐ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☐ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; 3. ☒ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☐ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☐ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☐ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☐ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; 8. ☒ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☐ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☐ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☐ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☐ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) **New Application Fee $750.00**

DRAFT

Electronic Articles of Organization
For
Florida Limited Liability Company

L23000471593
FILED 8:00 AM
October 13, 2023
Sec. Of State
dsultana

Article I

The name of the Limited Liability Company is:

TRASHOUT SERVICES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

9385
SURVEYORS LAKE ROAD
BARTOW, FL. US 33830

The mailing address of the Limited Liability Company is:

9385
SURVEYORS LAKE ROAD
BARTOW, FL. US 33830

Article III

The name and Florida street address of the registered agent is:

DREW T COCKROFT
9385
SURVEYORS LAKE ROAD
BARTOW, FL. 33830

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DREW COCKROFT

L23000471593
FILED 8:00 AM
October 13, 2023
Sec. Of State
dsultana

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
DREW T COCKROFT
9385, SURVEYORS LAKE ROAD
BARTOW, FL. 33830 US

Article V

The effective date for this Limited Liability Company shall be:

10/12/2023

Signature of member or an authorized representative

Electronic Signature: DREW COCKROFT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Drew Thomas Cockroft
Trashout Services LLC
9385 Surveyors Lake Road
Bartow FL 33830
863-617-5025/863-860-2053

To whom it may concern,

I am writing to introduce Trashout Services LLC. We are a family-owned and operated business based in Central Florida, specializing in roll-off dumpster rentals. Our dedicated team is committed to providing reliable and efficient waste management solutions for residential and commercial projects in Central Florida and surrounding areas.

I have many years of experience operating heavy machinery and have held a CDL for nearly 20 years. My background equips me with the necessary skills to handle various tasks safely and effectively, ensuring compliance with all local regulations and standards.

Please feel free to contact either myself or my Wife, Julie D. Cockroft with any questions and or concerns you may have regarding Trashout Services LLC.

Warms regards,

Drew T. Cockroft
Owner
Trashout Services LLC

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/27/2026 **EXPIRATION DATE:** 2/27/2028

PERSON: DREW T COCKROFT **EMAIL:** TRASHOUTSERVICELLC@GMAIL.COM

FEIN: 933943292

BUSINESS NAME AND ADDRESS:

TRASHOUT SERVICES LLC

9385 SURVEYORS LAKE RD ,

BARTOW, FL 33830

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Trashout Services LLC
9385 Surveyors Lake Road, Bartow, Florida 33830
Phone: 863-617-5025 | 863-860-2053
Email: Trashoutservicellc.com

02/20/2026

To whom it may concern,

As of the date of the correspondence stated above, Trashout Services LLC as well as its Managing Member/Owner, Drew Thomas Cockroft has never and is currently not involved in any litigation, criminal proceedings, judgements, or agency enforcement case, and or liens including the internal revenue service and all state and or federal government litigation, or civil suits.

I, DREW COCKROFT, MGR/Owner of TRASHOUT SERVICES LLC, do attest the above statement to be true and correct.

State of Florida County of Polk

The foregoing instrument was acknowledged before me this 20th day of Feb 2026 Personally know or Produced identification.

CHRISTINE S. TYNER
Notary Public - State of Florida
Commission # HH 718153
My Comm. Expires Jun 19, 2027

RECEIVED
2026 MAR -9 PM 1:00
POLK COUNTY
SOLID WASTE DIVISION

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Trashout Services LLC

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Drew T Cockroft			X		30		X	30 01
Drew T Cockroft			X		30		X	30 02

REVISED 08/2014

POLK COUNTY SOLID WASTE

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Trashout Services LLC

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
Mack Truck	700	2006	RO	30	66,000	1M2AG11C46M030338

REVISED 08/2014

TRASSER-01 SMONTGOMERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2026

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

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

PRODUCER	CONTACT NAME:	
Headley Insurance Agency LLC 3544 South Florida Ave. Lakeland, FL 33803	PHONE (A/C, No, Ext): (863) 701-7411	FAX (A/C, No): (863) 701-7418
	E-MAIL ADDRESS: Sarah@headleyinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Trashout Services LLC 9385 Surveyors Lake Rd Bartow, FL 33830	INSURER A : Frank Winston Crum Ins Co	11600
	INSURER B : Progressive Express Insurance	10193
	INSURER C : Clear Blue Insurance Co	28860
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			FGFL0029328702	11/16/2025	11/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			868934544	1/30/2026	1/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 100,000 $ $ $ $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BXFL9000986100	2/25/2026	11/16/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W Church St Rm 150
Bartow, FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 256157 **CLASS** A **PAYMENT DUE BY:** 09/30/2025

OWNER NAME	LOCATION
DREW T COCKROFT	9385 SURVEYORS LAKE RD BARTOW FL 33830

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
TRASHOUT SERVICES LLC 9385 SURVEYORS LAKE RD BARTOW FL 33830	230000	LTD NON-LICENSED CONSTRUCTION ONLY

SIGN HERE

SIGNATURE INDICATES THAT APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE:**	$0.00

Paid by receipt(s) 2024-3530704 on 09/19/25 for $31.50

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by the 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all the business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 256157 **CLASS** A **EXPIRES:** 09/30/2026

OWNER NAME	LOCATION
DREW T COCKROFT	9385 SURVEYORS LAKE RD BARTOW FL 33830

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
TRASHOUT SERVICES LLC 9385 SURVEYORS LAKE RD BARTOW FL 33830	230000	LTD NON-LICENSED CONSTRUCTION ONLY

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

Paid by receipt(s) 2024-3530704 on 09/19/25 for $31.50

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Drew Crockroft who, first being duly sworn, on oath deposes and states, as follows:

1) He is the manager of Trash Out Services LLC, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Trash Out Services LLC

4) There are no liens of record filed by the Internal Revenue Service against Trash Out Services LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Trash Out Services LLC

6) Drew Cockroft acknowledges and consents that the County shall have the right to inspect Trash Out Services LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Trash Out Services LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term annually will continue to comply with the same.

Further the affiant sayeth not.

Dated the 20th day of Feb, 2026

Sworn Person Signature

Drew Cockroft OWNER/MGR
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 20th day of Feb, 2026 by Drew Cockroft, who is either ☐ personally known to me; or ☐ has produced FL DL as identification.

CHRISTINE S. TYNER
Notary Public - State of Florida
Commission # HH 718153
My Comm. Expires Jun 19, 2027

(AFFIX NOTORIAL SEAL)

Christine S. Tyner
Notary Public Signature

Christine S. Tyner
Printed Name of Notary Public

6/19/2027
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Drew Lockhoft (the "Undersigned"), is the OWNER of Trashout Services LLC (the "MANAGER"), a LLC,

WHEREAS, the LLC, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the LLC

NOW, THEREFORE, in consideration of the benefits accruing to the Trashout Services LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Trashout Services LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Trash Out Services LLC this 20th day of Feb, 20 26

ATTEST:

By: Christine S. Tyner
Christine S. Tyner
[Printed Name, Title]

_____
a _____

By: _____
Drew Lockhoft
[Printed Name, Title]

AFFIX NOTORIAL SEAL

CHRISTINE S. TYNER
Notary Public - State of Florida
Commission # HH 718153
My Comm. Expires Jun 19, 2027

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA **No** 101140

RECEIVED FROM Trashout Services, LLC Date 3/9 20 26

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Non-exclusive new Franchise Application $ 750.00

$

$

$

CASH ☐ _____ BY: Juanita Gott

CHECK ☒ 102 TOTAL $750.00

REVISED 05/12

Trashout Services LLC
9385 Surveyors Lake Rd
Bartow FL 33830

Date 03/02/26

102
5-7980/2631

Pay to the order of Polk County Solid Waste Div. $ 750.00

Seven hundred and Fifty Dollars

Security Features Details on Back

MIDFLORIDA

MEMO Application fee

SIGNED _____

⑆263179804⑆ 1485862821⑈ 0102

Harland Clarke

Polk County

Board of County Commissioners

Agenda Item R.29. 4/21/2026

SUBJECT

Approve the Property Appraiser’s request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget, a CIP amendment, and a budget transfer from the General Capital Improvement Fund Reserve for Future Capital to establish a new CIP project and budget for the Property Appraiser’s Building Renovation project ($300,000 one-time transfer).

DESCRIPTION

In January 2026, the Property Appraiser returned $2,852,849 to the Board from unspent appropriations for FY 24/25. The Property Appraiser is requesting the establishment of a new CIP project for modifications to the Property Appraiser’s office in the amount of $300,000. The Property Appraiser's building renovation scope of work consists of interior renovations to the entry/lobby, offices, and restroom areas, including interior finishes and various workstations.

RECOMMENDATION

Request Board approve a CIP amendment to create the new project and one-time budget transfer of $300,000 from the General Capital Improvement Fund Reserve for Future Capital to establish the Property Appraiser Building Modification CIP project; the reserve will be replenished with General Fund ending fund balance in the FY 26/27 budget process.

FISCAL IMPACT

Funds are available for transfer in the FY 25/26 General Capital Improvement Fund Reserve for Future Capital.

CONTACT INFORMATION

Keith R. Tate, Director

Facilities Management Division

863-534-5511

keithtate@polkfl.gov

CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 2 September 2014)

Date	4/21/2026
CIP Project(s)	Property Appraiser's Office Renovations
Division	Facilities Management Division
BRJ ID:	PHolland 03/31/26 - BOCC 04/21/26a

For Transfers under CIP Policy 6.a and 6.b shown below | **For CIP Policy 6.b only**

	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
TOTAL	$ -						
	Amount **TO**						% Increase
TOTAL	$ -						

JUSTIFICATION **(Attached Current Fiscal Year CIP Detail Sheets)**

In January 2026, the Property Appraiser returned $2,852,849 to the Board from unspent appropriations for FY 24/25. The Property Appraiser is requesting the establishment of a new CIP project for modifications to the Property Appraiser's office in the amount of $300,000. The Property Appraiser's building renovation scope of work consists of interior renovations to the entry/lobby, offices, and restroom areas, including interior finishes and various workstations.

APPROVALS

Division Director Approval: [signature]	3/30/26
Policy 6.a: Budget/Procurement	**Policy 6.b: County Management/Designee**
Christa Johnson 3/31/26	
(Date)	(Date)

6. **Amending the Adopted CIP** - Circumstances may arise during the fiscal year which makes it necessary to amend the Adopted CIP. Since many of the County's CIP projects span multiple years and funding sources, the Board considers certain variances of estimates to be reasonable and not require BoCC approval. The CIP may be amended as follows:

   a. The Budget and Procurement Director or designee may administratively approve changes to the funding source of a project, as long as the total project budget does not change.

   b. The County Manager or designee may approve project budget increases or decreases, which are less than 5% of the total project budget or $250,000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250,000.

AC 3/30

For Transfers Requiring Board Approval | **Board Date:**

	Amount **FROM**	Fund	Cost Center	Account	Project
	$ 300,000	30801	010000308	5998140	0000000
TOTAL	$ 300,000				
	Amount **TO**	Fund	Cost Center	Account	Project
	$ 300,000	30801	570519603	5666000	5700094
TOTAL	$ 300,000				

Justification: See attached Agenda Backup

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 08-24)

Agenda Item R.30. 4/21/2026

SUBJECT

Appointments to the CareerSource Polk Board of Directors for terms to begin on July 1, 2026 and ending on June 30, 2030.

DESCRIPTION

This agenda item is submitted on behalf of CareerSource Polk's Board of Directors, reviewed and approved the following recommendations and authorized the request for Board of County Commissioners (BoCC) approval.

Pursuant to Section 107(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA), local workforce development boards must include representatives from the private sector who are owners of business concerns, chief executive officers, chief operating officers, or other private sector executives with substantial management or policy responsibility. Additionally, Section 107 (b)(5) of WIOA and Section 445.007(1), Florida Statutes, require that, whenever possible, at least one-half of private sector members represent small businesses, defined as private, for-profit enterprises employing fewer than 500 people.

The proposed appointments are submitted to fill vacancies in the Business Sector and Education/Training Provider categories in order to ensure that the CareerSource Polk Board of Directors remains in compliance with its Bylaws and all applicable federal and state statutory requirements.

Recommended Appointments Approved by the CareerSource Polk Board of Directors:

Business Sector:

Tori Lehman, CPA - Principal,
CliftonLarsonAllen LLP
John Helms, Executive Director, Bartow
Airport

Education / Training Provider:

Dr. Andy Oguntola, Assistant Vice President of Enrollment, Florida Polytechnic University

Each nominee brings relevant leadership experience, professional expertise, and industry knowledge that will enhance the governance of CareerSource Polk and support workforce and economic development initiatives throughout Polk County. Board Member Nomination Forms and resumes for each nominee are provided as attachments for reference.

RECOMMENDATION

The CareerSource Polk Board of Directors respectfully requests that the Board of County Commissioners approve the appointments of Dr. Andy Oguntola, John Helms, and Tori Lehman to its Board of Directors, with terms effective July 1, 2026 and ending on June 30, 2030.

FISCAL IMPACT

None.

CONTACT INFORMATION

Stacy Campbell-Domineck
President & CEO
CareerSource Polk
863-508-1100

Randy Mink
County Attorney
863-534-7679

DR. ANDY T. OGUNTOLA

Andy_Oguntola@yahoo.com
863-585-8649
Lake Wales, FL 33853

CAREER OBJECTIVE

Visionary with versatile leadership abilities dedicated to creating and maintaining relationships at levels throughout an organization. Detail-oriented with a great ability to uniquely solve complex problems to enhance the student experience. With over 16 years of experience, a highly enthusiastic and motivated professional with proven abilities in conflict resolution, project completion, and working with diverse populations while delivering great results.

EXPERIENCE

ASSISTANT VICE PRESIDENT OF ENROLLMENT MANAGEMENT

Florida Polytechnic University, *Lakeland*, *FL* Nov. 2025 – Present

- Provide leadership and oversight for admissions, recruitment, and outreach operations (undergraduate, graduate, and/or professional programs, as assigned).Maintains ownership of the College's Strategic Enrollment Management (SEM) Plan and supervises college-wide recruitment and outreach efforts.
- Support scholarship strategy, tuition modeling, and yield optimization within public university constraints. Develops and maintains student services staff mentoring and ongoing development activities.
- Develop and maintain enrollment-related policies and procedures consistent with public accountability requirements.
- Collaborate with academic leadership to align enrollment planning with program capacity, workforce needs, and student demand.

ASSOCIATE VICE PRESIDENT OF STUDENT SERVICES

Polk State College, *Winter Haven*, *FL* Nov. 2022 – Nov. 2025

- Provides oversight of campus-based advising services, District services such as Career Services, First-Year Experience, online advising, collegewide Advising and Success Coaches, First Year experience, LSAMP, Recruitment, Welcome Centers, and Dual Enrollment.
- Maintains ownership of the College's Strategic Enrollment Management (SEM) Plan and supervises college-wide recruitment and outreach efforts.
- Supports the Senior Vice President of Student Services in overseeing the certification of student enrollments, student completions, and graduations.

EDUCATION

NOVA SOUTHEASTERN UNIVERSITY
Fort Lauderdale, FL
Doctor of Education (Ed.D.)
Educational Leadership (May 2019)

WEBBER INTERNATIONAL UNIVERSITY
Babson Park, FL
Master of Business Administration Management (May 2011)

WEBBER INTERNATIONAL UNIVERSITY
Babson Park, FL
Bachelor of Science Business Administration, Pre- Law (May 2008)

ADDITIONAL SKILLS

Knowledge of Florida Statutes
Academic Advising
Community Relations
Student Achievement
Fundraising
Data Driven
Student-Centered
Adaptive Leadership
Conflict Resolution
Relationship Building
Strategic Planning

- Develops and maintains student services staff mentoring and ongoing development activities.
- Oversees the coordination of student recruitment, course registration activities, graduation, and related activities. Provide for coordination of these activities with other organizational units.

DEAN OF WORKFORCE EDUCATION & ECONOMIC DEVELOPMENT

Polk State College, *Lake Wales*, *FL / Jun 2020 – Nov. 2022*

- Providing oversight for assigned technical programs which currently includes EMS, Fire Science, OTA, PTA, Respiratory Care, Radiography, Cardiovascular Technology, Diagnostic Medical Sonography, Engineering Technology, Supply Chain Management & Medical Coding, Computer Science, Digital Media, and Networking.
- Supporting Program Directors and faculty initiatives that promote innovation and enhanced learning as appropriate.
- Participating in SACS-COC accreditation process for Workforce Development Programs as assigned.
- Remaining well versed in Florida education laws related to workforce and education requirements for public institutions.
- Facilitating avenues of communication between assigned Workforce programs, Academic Affairs and Student Services on campus and throughout the district.
- Working with the Office of Student of Disabilities to ensure student success.
- Assisting and supporting the multiple high performing collegiate high schools through Dual Enrollment opportunities.
- Supervising and working collaboratively with Program Directors to hire, evaluate, and schedule, full-time and adjunct faculty and staff for academic programs in a manner consistent with collegewide policies and procedures.
- Developing, reviewing, and complying with all Polk State College policies and procedures to reflect the practices of the division and the institution.
- Maintaining fiscal and budgeting responsibility over millions
- Working closely with the Vice President of Workforce Education and Economic Development and assigned Program Directors to implement and monitor continuous program reviews and evaluation including new program development and course initiatives.
- Working with other administrators and district staff to analyze data that affects program expansion and course offerings to enhance enrollment, retention, completion and continuing education or employment after graduation.

ADJUNCT PROFESSOR

Polk State College Aug 2018 - Present

AWARDS

2021 Polk County Emerging Leader Award

2019 City of Lake Wales Community Leadership Award

2012 Lend-A-Hand Recipient

2012 GEM Award "Going the Extra Mile"

PROFESSIONAL DEVELOPMENT

2019 Leadership Polk Class XIII

2017 Leadership Lake Wales Class XXI

2016 SACRAO Member (Southern Association of Collegiate Registrars and Admissions Officers)

2015 SACRAO Executive Committee Member

2015 FCRAO Chair (Florida College Registrars & Admissions Officers)

2014 FCRAO State Residency Committee Member

2014 FCRAO Vice Chair

2014 Valencia College Pivot 360

2014 Valencia College Pivot 180 Facilitator

2014 Valencia College Pivot 180

- Designing lectures and discussion topics to focus on current trends regarding practices.
- Communicating with students through Blackboard to ensure effective course outcomes.
- Providing effective innovations tools regarding new research techniques.
- Organizing class activities and assignments, relating them to the overall learning outcomes of the course.
- Providing input and work with other faculty and staff to review, produce and/or select course-related materials.
- Preparing and submitting timely grade reports and other reports on student performance as may be scheduled or required.

JD ALEXANDER CENTER DIRECTOR

Polk State College, *Lake Wales*, *FL / Dec 2016 – Jan. 2023*

- Developing and maintaining relationships with community leaders and educational institutions.
- Collaborating with Department Chairs, Dean of Academic Affairs, faculty, and outside affiliate organizations in developing course schedules for the center.
- Adhering to, recommending, and implementing college policies, guidelines, and procedures.
- Supervising the center's business office functions including but not limited to inventory management, purchasing, travel, and all financial, operational and employee time records.
- Overseeing budgets, reallocations, and expenditures for the center.
- Providing programs and services which are responsive to the needs of students, faculty and staff or other business partners.
- Coordinating services for students with disabilities which are in accordance with college policies and procedures.
- Supervising and managing the daily operations of a college academic Center.
- Collaborating with the Deans, Associate Deans, and other college administration, directing the development and management of academic support services, information literacy, testing, and tutoring programs for students or other customers as necessary.

DIRECTOR OF ADMISSIONS & REGISTRATION

Valencia College, *Orlando*, *FL / Aug 2013 - Dec 2016*

- Supervised Admissions/Records Assistant Directors college-wide in addition to 25+ staff members, providing support and direction for the regional campuses.
- Developed procedures to comply with regulatory changes, trains staff regarding the implementation of these

TEACHING EXPERIENCE

Spring 2021-2022

Human Relations in Business & Industry INP 1390 (Polk State College)

Student Success SLS 1122 (Polk State College)

Leadership & Management Practices MAN 3303 (Polk State College)

Social Studies Standards & The State EDU 3252 (Webber International University)

Fall 2021-2022

Organizational Behavior MAN 3240 (Polk State College)

Student Success SLS 1122 (Polk State College)

Education, Diversity, Culture EDU 2502 (Webber International University

Education Technology EDU 2362 (Webber International University)

Summer 2020-2021

Student Success SLS 1122 (Polk State College)

Spring 2020-2021

Organizational Behavior MAN 3240 (Polk State College)

Student Success SLS 1122 (Polk State College)

procedures; monitor through audit reports and assess the need for additional training or procedural changes.
- Designed and disseminates all forms and publications (paper and electronic) and ensured they are updated in accordance with specified calendar events.
- Provided analysis and interpretation of federal and state regulations related to college admission, residency, and registration for domestic and foreign nationals.
- Designed student appeals process, grievances, and resolutions for the Registration office while working closely with the Office of Student code of conduct.

ASSISTANT DIRECTOR OF ADMISSIONS & REGISTRATION

Valencia College, *Orlando*, *FL / Jun 2012 - Aug 2013*

- Served as campus-based Admissions and Records liaison for other Student Affairs offices to provide communications, training, and assistance with student related challenges.
- Supported academics and career counselors collegewide.
- Provided accurate reports regarding calculation towards determining the amount of aid earned by the students, Return of Title IV calculations(R2T4), documenting any discrepancies.

COORDINATOR OF ADMISSIONS & REGISTRATION

Valencia College, *Orlando*, *FL / Sep 2011 - Jun 2012*

- Supervised Home Office, District, and bachelor's Admissions and Records Admissions Specialists on the West Campus which included full and part-time staff.
- Managed day-to-day operations for Admissions and Records by distributing daily assignments to the team and monitoring productivity to ensure that student records are processed within the established timelines.
- Designated School Official (DSO) for the West Campus at Valencia College and created new immigration tools campus-wide to enhance staff knowledge.
- Assisted with end-of-term process and procedures for graduation by withdrawing students.
- Collaborated with departments such as Financial Aid, Bridges, Enrollment Services, and Office of Students with Disabilities to make sure students' needs were responded to as needed.
- Provided innovative leadership in developing processes that served prospective and current students.
- Designed the processing procedures of admission-related documents and updates to ensure smooth workflow in line with college policy and regulatory requirements.
- Supervised and was responsible for the ongoing analysis of the District and Home Admissions/Records Office operations and personnel, including staffing and workload distribution to

Human Relations in Business & Industry INP 1390 (Polk State College)

K-6 Healthful Living & PE Methods EDU 2321 (Webber International University)

Social Studies Standards & The State EDU 3252 (Webber International University)

Fall 2020-2021

Student Success SLS 1122 (Polk State College)

Introduction to Entrepreneurship ENT 1000 (Polk State College)

Organizational Behavior MAN 3240 (Polk State College)

Education, Diversity, Culture EDU 2502 (Webber International University

Education Technology EDU 2362 (Webber International University)

Summer 2019-2020

Organizational Behavior MAN 3240 (Polk State College)

Student Success SLS 1122 (Polk State College)

Spring 2019-2020

Human Relations in Business & Industry INP 1390 (Polk State College)

Student Success SLS 1122 (Polk State College)

K-6 Healthful Living & PE Methods EDU 2321 (Webber International University)

ensure student records were processed within established timeframes.
- Reviewed reports and reconciled discrepant data; utilized technology for daily operational reporting and administrative planning.

DIRECTOR OF MBA & ADULT ADMISSIONS
Webber International University, *Babson Park*, *FL / Jan 2011 - Sep 2011*
- Participated in appropriate recruitment and enrollment activities including open houses, regional presentations, training sessions, orientation programs, career days, etc.
- Developed promotional materials, workshops, and informational sessions.
- Created marketing plans and event communication for all prospective students.
- Advised all potential and current students in the program on course selection.
- Monitored budget for the admissions department.

ASSISTANT DIRECTOR OF ADMISSIONS
Webber International University, *Babson Park*, *FL / Dec 2009 - Jan 2011*
- Managed inquiries to achieve prompt contact and performance activity weekly goals; utilized approved recruitment policies/formats; made prompt and effective contact with inquiries and redirected unqualified candidates based upon incompatible career goals.
- Conducted follow-up meetings, at minimum monthly, with all applicants to ensure successful matriculation.
- Supervised admissions counselors, roadrunners, and federal work study students.
- Participated in appropriate recruitment and enrollment activities including open houses, regional presentations, training sessions, orientation programs, career days, etc.
- Developed promotional materials, workshops, and informational sessions.
- Worked closely to ensure department budget and goals were achieved.
- Developed and maintained knowledge of undergraduate programs to support recruitment enrollment of undergraduate freshmen and transfer students.
- Reviewed and made admission decisions on applicants for admissions in undergraduate programs.
- Participated in all recruitment and enrollment activities as related to the admissions department.

ADMISSIONS COUNSELOR
Webber International University, *Babson Park*, *FL / May 2008 - Dec 2009*
- Represented the university both on and off campus to a prospective student and their parents.

Social Studies Standards & The State EDU 3252 (Webber International University)

PRESENTATIONS

Oguntola, A. (2021, June) Turning a Crisis into a Catalyst for Transformative Change. Virtual Panel Discussion at FAMU Mentor Collective

Oguntola, A (2019, June) What's Your Real Name? Presentation at New Bethel Male Conference

Oguntola, A (2017, July) Your Purpose Towards Your Calling. Presentation at Men's Empowerment Conference

Oguntola, A (2016, September) The Locker Room Series "Who Do You Find, When Nobody Is Around?" Presentation at Valencia College Brother 2 Brothers Male Mentoring Program.

CERTIFICATIONS

FLDOE Official Statement of Eligibility

Core Education Program for F-1 Student Advising

- Planned and implemented recruitment activities for assigned high schools and territories, including traveling to distant sites in the State of Florida and nationally.
- Reviewed application essays and other materials submitted by the applicants for the purposes of making admissions decisions.
- Assisted admissions department in meeting departmental goals for the fall and spring semesters.
- Entered data and made folders for admissions counselors.
- Presented prospects tours around campus.
- Traveled to local high school events for college nights.

COMMUNITY ENGAGEMENT

• 2023- Inside PCPS Leadership Class II
• 2022- Present Advent Health Lake Wales Council
• 2022- 2023 Polk Sheriff Grady Judd's Advisory Committee
• 2021- Present Haines City Economic Development Council Board Member
• 2021- Present Lakeland Economic Development Council Board Member
• 2021- 2022 Vanguard School Board Member
• 2021- Present United Way of Central Florida Board Director
• 2021- 2023 Polk County Pace Board Member
• 2020- Present Chair City of Lake Wales Police Advisory Committee
• 2020- 2022 Chair of Lake Wales Area Chamber
• 2020- 2022 Chair of Lake Wales Economic Development Council
• 2019- 2022 Vice Chair Lake Wales Arts Council
• 2016- 2022 Lake Wales Family Literacy Board of Directors
• 2020- 2021 Chair Lake Wales Charter School Board of Trustees
• 2020- 2021 Vice Chair City of Lake Wales Charter Review
• 2020- 2021 Vice Chair Lake Wales Main Street
• 2019- 2020 Vice Chair Lake Wales Economic Development Council
• 2019- 2020 Vice Chair of Lake Wale Area Chamber
• 2019- 2020 Vice Chair Lake Wales Charter Schools Board of Trustee
• 2019- 2020 United Way Loan Ambassador
• 2018- 2019 Lake Wales Arts Council Board of Directors
• 2017- 2018 Lake Wales Charter Schools Board of Trustee
• 2017- 2019 McLaughlin Middle SAC Committee Member
• 2017- 2018 Lake Wales Main Street Board of Director
• 2016- 2019 Independent Living Community Advisory Council Member
• 2016- 2018 Board of Director Lake Wales Area Chamber
• 2016- 2018 Board Director of Lake Wales Area Economic Development Council
• 2015- 2016 Program Director for Brother 2 Brothers
• 2015- 2017 Annual Lake Wales College Fair Committee Member

John B. Helms II | 5993 Airport Blvd, Bartow, FL 33830 | (863) 533-1195 | john@bartow-airport.com

Overview

Over 20 years of successful management and leadership experience with a reputation for meeting the most challenging organizational goals and objectives. A proven and VERIFIABLE record for:

Management – Perform duties of Executive Director, providing insight to commissioners on what actions are necessary to expand and enhance the airfield and services provided on airport as well as supervising airport personnel and contract personnel in the daily maintenance and operation of the airport. Currently responsible for the management, budget, grants, maintenance, day- to- day operations and improvements, air traffic control, primary fuel service FBO, Flight school and Industrial Complex for Bartow Executive Airport, Bartow Flying Service and Bartow Airport Authority, an over 1,900 acre public General Aviation airport and industrial complex in Bartow, FL. With an overall economic impact of $345,000,000.

Operations and Logistics – Act as Chief Executive to Bartow Airport Authority on all matters relating to airport, both aviation and industrial complex operations, and air traffic control operations. Responsible for all monetary transactions, including revenue and the management and application of the airport's $11 million a year budget. Also perform duties of land management and leasing, currently reorganizing all leases on the airport for more streamlined operation and maximized efficiency. Manage a supply budget keeping all equipment operational and maintaining a parts Inventory. Served as primary logistical advisor to the ship's Executive Officer in regards to Damage Control, responsible for planning and executing complex maintenance operations with 100% accuracy and success, scheduling and installation of major ship repairs, and new systems installation including the implementation of SCBA systems and high pressure air charging stations.

Airport Improvement – Implemented the first permanent multi-airport Digital Air Traffic Control Tower Center in the United States. Managed 80% grant funded T-hangar construction projects adding new T-hangars to 2 airports. Completed a $1.6 million dollar runway repair project with only $40,000 in local encumbrances and 97.5% grant funding, bid runway repave project together with an FDOT partial funded restriping project allowing for $40,000 in savings which was used to rejuvenate the secondary runway; the design and construction of a new GA parking apron and airport administration/terminal building at 80% FDOT funding and completed under budget; the design and complete reconstruction of the primary taxiway to include installation of taxiway lighting and signs, a $1.4 million dollar project completed with budget and with 98% grant funding. Multiple 95% grant funded airport drainage improvement projects.

Airfield Maintenance and Repair – Manage all airfield maintenance, including: preventative, repair and operation of two 15,000 gallon fuel tanks, one 12,000 gallon fuel tank and two fuel trucks for retail sale; runway lighting and rotating beacon troubleshooting and repair. Also responsible for conducting and overseeing airport pavement management inspections. Responsible for preventative maintenance of airport vehicles, mowing, and maintenance equipment.

Quality Assurance – Created and implemented retail fuel storage quality control program. Responsible for planning, execution, oversight, and inspection of Quality Maintenance projects. All being completed successfully with no violations, errors, or rework.

Security – Prepared and implemented first airport security plan. Oversee all airport security personnel and perimeter fencing. While serving in the Navy, Qualified and served on base and ship's security details on nuclear weapons facilities.

Automation & Cost Control– Completed an evaluation of airport budget history, streamlined and enhanced operation while reducing the budget by 11%. Designed and implemented a business plan and strategic plan at the airport to better project future savings and needs. A skilled technical individual, computer literate, able to increase profitability.

Training & Development– Cofounded the CTO Academy in Partnership with Traviss Technical College. The first 12-month Control Tower Operator Academy trade school program in the United States. Created and implemented airfield pavement and lighting quality inspection program as well as aviation fuel quality inspection program. Trained airport personnel in the program and inspection criteria and requirements. While serving aboard the U.S.S. West Virginia performed the duties as a Training Petty Officer, teaching courses in continued training for junior and senior personnel in Damage Control Division. Spent last year in the Navy at Trident Training Facility, Kings Bay, Georgia as a Journeyman Instructor for advanced mechanic training schools and Quality Assurance Inspector.

Professional Experience

Bartow Municipal Airport Development Authority, 2017 - Present

Executive Director – Responsible for all aspects of the operation of the Bartow Executive Airport, Primary Fixed Base Operation, and Industrial Complex, a 1,984 acre public use airport. Responsible for operational oversite of airport operations to include airport expansion and development, day-to-day operations, and maintenance of airport site and equipment including all air traffic control facilities, equipment, personnel and training, airfield electrical lighting systems and navigational aids, fuel pumps and storage tanks, grounds, buildings, and pavement. Responsible for the Oversight of Bartow Flying Service, the primary fixed base operation providing retail avgas and jet fuel, aircraft handling, and flight school operations with 5 training aircraft. Responsible for all revenue generated at the airport including fuel sales, flight training, hangar rent, land leasing, industrial complex building leasing, grant revenue, and the airport budget.

Marion County Board of County Commissioners, 2009 - 2017

Airport Director – Responsible for all aspects of the operation of the Marion County Airport, FBO and Industrial Complex, a 792 acre public use airport. Responsible for the supervision of all aspects of airport operations to include airport expansion and development, day-to-day operations, and maintenance of airport site and equipment including all airfield electrical lighting systems, fuel pumps and storage tanks, grounds, buildings, and pavement. Responsible for all revenue generated at the airport including fuel sales, hangar rent, land leasing, industrial complex, and grant revenue, and the airport budget.

Highwing Images Aerial Photography, 2010 - 2012

Vice President – Performed duties of pilot/ photographer and aerial mapper.

Aquila Aviation, 2008 - 2009

Apprentice Aircraft Mechanic – Worked as an apprentice A&P mechanic on helicopters and Airplanes. Performed all inspections and maintenance necessary to maintain a small fleet of FAA part 141 flight school helicopters and airplanes in first class operating condition as well as completely overhaul a Robinson R-22 helicopter.

United States Navy, 2002 - 2007

Machinist's Mate 2nd Class (Submarines)/ E-5 – Equipment Expert in operation and maintenance of high and low pressure air systems, plumbing and sanitary systems, high pressure hydraulic systems, potable and cooling water systems, emergency diesel generators, storage and fuel tanks, air conditioning/chill box/ freeze box systems, and chemical atmosphere controls. Performed and supervised many auxiliary system maintenance evolutions during periods of extended refit. A successful record of managing complex projects, supervising up to 15 personnel and serving as Damage Control Leading Petty Officer, Work Center Supervisor and Submarine Quality Assurance Inspector.

Education

Excelsior College - Business and Management – 84 credits Completed within major requirements.

U.S. Navy ACE college program -123 credits completed

Aviation

- Private Pilot License, Aquila Aviation, Keystone Heights, Florida Rotorcraft Helicopter and Airplane Single Engine Land 2008
- Instrument Rating Airplane, Ocala Aviation, Ocala, Florida
- Commercial Pilot License, Ocala Aviation, Ocala, Florida Airplane Single Engine Land and Airplane Multi Engine Land 2009
- Florida State Aviation Pavement inspector, FDOT Orlando District Office, Orlando, Florida 2011

US Navy

- Machinist's Mate "A" School, Goose Creek, South Carolina Naval Nuclear Power Training Command 2002
- Nuclear Power School, Goose Creek, South Carolina Naval Nuclear Power Training Command 2003
- Submarine School, New London, Connecticut Division Leading Petty Officer and student 2003
- Auxiliary Package, Kings Bay Georgia Marine Diesel Gen, Hydraulics, Pneumatics, Atmosphere Controls, Refrigeration, Sea/ Fresh Water Systems, Valve repair, and Plumbing Systems Division Leading Petty Officer and student 2004
- EPA CFC/HCFC Refrigerant Processing, Kings Bay, Georgia Universal certification to perform maintenance on all refrigeration equipment including, small appliances, high pressure and very high pressure appliances, and low pressure appliances 2004
- Advanced Mechanic Training, Kings Bay, Georgia Article 106 rad worker, Equipment Maintenance, HAZMAT Waste Coordinator, Management, Quality Assurance Inspector/Supervisor, Journeyman Instructor 2004-2007

Tori Sizemore Lehman, CPA

CLA (CliftonLarsonAllen LLP)



Principal
Lakeland, Florida

863-680-5627
tori.lehman@CLAconnect.com

Profile

Tori is an engagement principal with CLA's public sector group. Tori has more than 30 years of public accounting experience with a focus on nonprofit organizations. Tori received her Bachelor of Business Administration in accounting from Stetson University in 1992. Additionally, Tori is a Certified Public Accountant in the state of Florida.

Technical experience

Tori provides supervisory services to a large array of nonprofit clients. During her career, Tori has provided client services leadership for the following engagements:

Nonprofit Organizations

- Aerospace Center for Excellence
- A. H. Of Monroe County Inc.
- Big Brothers Big Sisters of America, Inc.
- BISCI, Inc.
- Boys & Girls of Highlands County
- Boys & Girls Club of Lakeland & Mulberry
- Boys & Girls Club of Suncoast
- Catholic Charities of Diocese Palm Beach
- Community Legal Services of Mid-Florida
- Economic Development Commission of Florida's Space Coast
- Florida Annual Conference of the United Methodist Church
- Florida Children's Museum
- Florida United Methodist Foundation, Inc.
- Girls , Inc. of Winter Haven
- Habitat for Humanity of East Polk
- Hillel Academy
- Lighthouse Central Florida, Inc.
- Legal Aid Society of Orange County Bar Assn
- Lakeland Christian School
- Make A Wish Foundation of Georgia
- Make A Wish Foundation of Southern Florida
- Make A Wish Foundation of Oklahoma
- Make A Wish Foundation of Cen. and N. Florida
- Make A Wish Foundation of Southern Florida
- National Police Athletic/Activities League
- Peace River Center for Personal Development
- Peace River Center Properties
- Polk State College Foundation
- Polk Museum of Art
- The Bottom Line
- United Arts of Central Florida
- The Bottom Line
- Wesley House Family Services

Education and professional involvement

- Bachelor of business administration in accounting from Stetson University, Deland, Florida
- Certified Public Accountant in the state of Florida
- American Institute of Certified Public Accountants
- Florida institute of Certified Public accountants

Civic organizations

- St. Paul Lutheran Parent Teacher Organization, *Former Treasurer*
- St. Paul Lutheran Parent Teacher Organization, *Former President*
- Lakeland Area Chamber of Commerce, *Treasurer, Board member*
- First United Methodist Church Finance Committee, *Former Committee Member and Audit Chair*
- Leadership Lakeland, *Class 24*
- Leadership Polk, *Class X*
- Top Buttons, Former *Treasurer*

New Member Nomination and Reappointment Data Form

Complete the following information for each individual being nominated for membership. Private sector business members shall be owners of business concerns, chief executive or chief operating officers or non-governmental employers of other private sector executives who have substantial policy or management responsibility.

Name of Nominee:	Andy Oguntola	Date	12/7/25
Title:	Assistant Vice President of Enrollment Management		
Company:	Florida Polytechnic University		
Address:	4700 Research Way Lakeland FL 33805		
Phone Number:	863-874-8634	Fax Number:	
Email address:	aoguntola@floridapoly.edu		

Required for reporting to the Secretary of State per 2003 Florida Statues, Section 760.80			
Gender	☒ Male ☐ Female	Physically Disabled?	☐ Yes ☐ No
Race:	☒ African American ☐ Asian American: ☐ Caucasian ☐ Hispanic Other:		
Veteran	Are you a Veteran? ☐ Yes ☒ No		

If private sector business nominee, check one:

☐ Private not for Profit ☐ Private for profit ☐ Owner
☐ Chief Executive Officer ☐ Chief Operating Officer ☐ Management or Policy Responsibility

Industry: (Please check one)

☐ Arts, Entertainment & Recreation ☐ Manufacturing ☐ Retail Trade
☐ Construction ☐ Mining, Oil/Gas Extraction ☐ Transp/Warehousing
☐ Finance & Insurance ☐ Other Services ☐ Wholesale Trade
☐ Healthcare & Social Services ☒ Public Administration
☐ Information ☐ Professional, Scientific/Tech Services

If non-private sector nominee, check one of the following:

☐ Community-Based Organization ☐ Vocational Rehabilitation ☐ Organized Labor
☐ School Board ☐ Community College ☐ Public Assistance
☐ Employment Service ☐ Economic Development ☐ Local Elected Official
☒ Degree Granting Institution

Number of Terms completed:

☒ First term (4-Yrs) ☐ Second term (4-Yrs)

Note: Attach a brief biography listing the nominee's education, and professional accomplishments and affiliations.

Name and Title of Person Making Nomination: Click or tap here to enter text.

Representing Organization:

Address/Phone #

RETURN COMPLETED FORM VIA EMAIL TO: Stacy Campbell-Domineck, President/CEO
Stacy.campbell-domineck@careersourcepolk.com

CareerSource Polk Use Only: **Date of Official BOCC Appointment:**_____

8/25/06 Rev.4/12/2023

New Member Nomination and Reappointment Data Form

Complete the following information for each individual being nominated for membership. Private sector business members shall be owners of business concerns, chief executive or chief operating officers or non-governmental employers of other private sector executives who have substantial policy or management responsibility.

Name of Nominee:	John Helms	Date	2/18/2026
Title:	Executive Director		
Company:	Bartow Airport Authority		
Address:	5993 Airport Blvd		
Phone Number:	(863) 533-1195	Fax Number:	(863) 533-5968
Email address:	John@bartow-airport.com		

Required for reporting to the Secretary of State per 2003 Florida Statues, Section 760.80			
Gender	☒ Male ☐ Female	Physically Disabled?	☒ Yes ☐ No
Race:	☐ African American ☐ Asian American: ☒ Caucasian ☐ Hispanic Other:		
Veteran	Are you a Veteran? ☒ Yes ☐ No		

If private sector business nominee, check one:

☐ Private not for Profit	☐ Private for profit	☐ Owner
☒ Chief Executive Officer	☐ Chief Operating Officer	☐ Management or Policy Responsibility

Industry: (Please check one)

☐ Arts, Entertainment & Recreation	☐ Manufacturing	☐ Retail Trade
☐ Construction	☐ Mining, Oil/Gas Extraction	☒ Transp/Warehousing
☐ Finance & Insurance	☐ Other Services	☐ Wholesale Trade
☐ Healthcare & Social Services	☐ Public Administration	
☐ Information	☐ Professional, Scientific/Tech Services	

If non-private sector nominee, check one of the following:

☐ Community-Based Organization	☐ Vocational Rehabilitation	☐ Organized Labor
☐ School Board	☐ Community College	☐ Public Assistance
☐ Employment Service	☐ Economic Development	☐ Local Elected Official
☐ Degree Granting Institution		

Number of Terms completed:

☐ First term (4-Yrs) ☐ Second term (4-Yrs)

Note: Attach a brief biography listing the nominee's education, and professional accomplishments and affiliations.

Name and Title of Person Making Nomination: Click or tap here to enter text.

Representing Organization:

Address/Phone #

RETURN COMPLETED FORM VIA EMAIL TO: Stacy Campbell-Domineck, President/CEO
Stacy.campbell-domineck@careersourcepolk.com

CareerSource Polk Use Only: **Date of Official BOCC Appointment:**_____

8/25/06 Rev.4/12/2023

New Member Nomination and Reappointment Data Form

Complete the following information for each individual being nominated for membership. Private sector business members shall be owners of business concerns, chief executive or chief operating officers or non-governmental employers of other private sector executives who have substantial policy or management responsibility.

Name of Nominee:	Tori Lehman	Date	1/7/2026
Title:	Principal		
Company:	CLA - CliftonLarsonAllen LLP		
Address:	402 S. Kentucky,Suite 600, Lakeland, FL		
Phone Number:	863-680-5627	Fax Number:	
Email address:	tori.lehman@claconnect.com		

Required for reporting to the Secretary of State per 2003 Florida Statues, Section 760.80			
Gender	☐ Male ☒ Female	Physically Disabled?	☐ Yes ☒ No
Race:	☐ African American ☐ Asian American: ☒ Caucasian ☐ Hispanic Other:		
Veteran	Are you a Veteran? ☐ Yes ☒ No		

If private sector business nominee, check one:

☒ Private not for Profit ☐ Private for profit ☐ Owner
☐ Chief Executive Officer ☐ Chief Operating Officer ☐ Management or Policy Responsibility

Industry: (Please check one)

☐ Arts, Entertainment & Recreation ☐ Manufacturing ☐ Retail Trade
☐ Construction ☐ Mining, Oil/Gas Extraction ☐ Transp/Warehousing
☐ Finance & Insurance ☐ Other Services ☐ Wholesale Trade
☐ Healthcare & Social Services ☐ Public Administration
☐ Information ☒ Professional, Scientific/Tech Services

If non-private sector nominee, check one of the following:

☐ Community-Based Organization ☐ Vocational Rehabilitation ☐ Organized Labor
☐ School Board ☐ Community College ☐ Public Assistance
☐ Employment Service ☐ Economic Development ☐ Local Elected Official
☐ Degree Granting Institution

Number of Terms completed:

☐ First term (4-Yrs) ☐ Second term (4-Yrs)

Note: Attach a brief biography listing the nominee's education, and professional accomplishments and affiliations.

Name and Title of Person Making Nomination: Click or tap here to enter text.

Representing Organization:

Address/Phone #

RETURN COMPLETED FORM VIA EMAIL TO: Stacy Campbell-Domineck, President/CEO
Stacy.campbell-domineck@careersourcepolk.com

CareerSource Polk Use Only: **Date of Official BOCC Appointment:**_____

8/25/06 Rev.4/12/2023

careersourcepolk.com

DATE: March 30, 2026

FROM: Stacy Campbell-Domineck, President & CEO
CareerSource Polk

TO: Commissioner Martha Santiago, Chair
Polk County Board of County Commissioners

AGENDA ITEM/TITLE: Appointments to the CareerSource Polk Board of Directors

BACKGROUND / EXPLANATION
This agenda item is submitted on behalf of CareerSource Polk's Board of Directors, reviewed and approved the following recommendations and authorized the request for Board of County Commissioners (BoCC) approval.

Pursuant to Section 107(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA), local workforce development boards must include representatives from the private sector who are owners of business concerns, chief executive officers, chief operating officers, or other private sector executives with substantial management or policy responsibility. Additionally, Section 107(b)(5) of WIOA and Section 445.007(1), Florida Statutes, require that, whenever possible, at least one-half of private sector members represent small businesses, defined as private, for-profit enterprises employing fewer than 500 people.

The proposed appointments are submitted to fill vacancies in the Business Sector and Education/Training Provider categories in order to ensure that the CareerSource Polk Board of Directors remains in compliance with its Bylaws and all applicable federal and state statutory requirements.

Recommended Appointments Approved by the CareerSource Polk Board of Directors:
Business Sector:
Tori Lehman, CPA - Principal, CliftonLarsonAllen LLP
John Helms, Executive Director, Bartow Airport

Education / Training Provider:
Dr. Andy Oguntola, Assistant Vice President of Enrollment, Florida Polytechnic University

Each nominee brings relevant leadership experience, professional expertise, and industry knowledge that will enhance the governance of CareerSource Polk and support workforce and economic development initiatives throughout Polk County. Board Member Nomination Forms and resumes for each nominee are provided as attachments for reference.

FISCAL IMPACT
There is no fiscal impact associated with these appointments.

BOARD ACTION REQUEST
The CareerSource Polk Board of Directors respectfully requests that the Board of County Commissioners approve the appointments of Dr. Andy Oguntola, John Helms, and Tori Lehman to its Board of Directors, with terms effective July 1, 2026.

Respectfully submitted,
Stacy Campbell-Domineck
Stacy Campbell-Domineck
President & CEO

info@careersourcepolk.com
600 N Broadway Ave., Suite B | Bartow, FL 33830
p: 863.508.1600 | f: 863.508.1601

Polk County

Board of County Commissioners

Agenda Item R.31. 4/21/2026

SUBJECT

Request to Extend Designation as Direct Provider of Workforce Services (July 1, 2026 - June 30, 2029)

DESCRIPTION

CareerSource Polk respectfully requests approval to extend its designation as the Direct Provider of Workforce Services for the period of July 1, 2026 through June 30, 2029, in accordance with applicable state and federal requirements. CareerSource Polk has served as the Direct Provider since 2017 and continues to believe that direct service delivery is in the best interest of job seekers, employers, and the local workforce system.

Approval of this extension will allow CareerSource Polk to maintain continuity of operations, strengthen accountability, and effectively implement targeted performance and service delivery improvements. The full request includes all required elements, supporting documentation, fiscal considerations, public notice, and comment information, and documentation of Chief Elected Official concurrence.

The complete Request to Extend Designation as Direct Provider of Workforce Services is provided as an attachment for review.

RECOMMENDATION

The CareerSource Polk Board of Directors respectfully requests that the Polk County Board of County Commissioners approve the extension of Career Source Polk's designation as the Direct Provider of Workforce Services for the period of July 1, 2026, through June 30, 2029.

FISCAL IMPACT

None.

CONTACT INFORMATION

Stacy Campbell-Domineck, President & CEO
CareerSource Polk
863-508-1100

Randy Mink, County Attorney

863-534-7679

CareerSource POLK

careersourcepolk.com

Request to Extend Designation as Direct Provider of Workforce Services

CareerSource Polk respectfully requests approval to continue its designation as the Direct Provider of Workforce Services for the period of July 1, 2026 through June 30, 2029. This request is grounded in our commitment to strengthen service delivery, improve performance outcomes, and ensure accountability to the individuals, employers, and communities we serve.

Since assuming the role of Direct Provider in 2017, CareerSource Polk has built a locally integrated workforce delivery system that emphasizes customer-centered services, fiscal responsibility, and operational efficiency. While the organization has historically demonstrated strong performance, recent program years identified measurable gaps within specific Workforce Innovation and Opportunity Act (WIOA) indicators. CareerSource Polk views these challenges not as setbacks, but as an opportunity to implement targeted, sustainable improvements.

To that end, CareerSource Polk has developed and will implement a comprehensive Performance Improvement Plan (PIP) that directly addresses identified performance gaps while reinforcing service quality, compliance, and data integrity. Continuing as the Direct Provider of workforce services is essential to the successful execution of this plan and to achieving improved outcomes moving forward.

1. **A review of how the provision of direct services during the prior period fit the business model that the Local Workforce Development Board (LWDB) proposed in its original request, and any proposed changes in the business model or the particular workforce services the LWDB intends to provide during the extension period.**

   CareerSource Polk continues to operate under the business model approved in its original request, providing direct workforce services for the following programs:

   - WIOA Adult
   - WIOA Dislocated Worker
   - WIOA Youth
   - Temporary Assistance for Needy Families (TANF)
   - Supplemental Nutrition Assistance Program (SNAP)
   - Wagner-Peyser and related employment services

   CareerSource Polk delivers direct services countywide and provides case management for participants receiving training through approved providers. No changes to the overall service delivery model are proposed during the extension period.

   Through the extension period, CareerSource Polk will leverage the direct service delivery model to implement targeted enhancements outlined in our Performance Improvement Plan, allowing for faster operational adjustments, consistent application of policy, and improved alignment between service delivery and performance accountability.

2. **The effective date for when the extension would begin.**
   The effective date for this extension will be July 1, 2026.

3. **The period of time, not to exceed three years, for when the extension will be in effect.**
   This extension is requested for the period of July 1, 2026, through June 30, 2029.

4. **A review of the LWDB's stated reasons in its previous request why the LWDB has decided to directly provide the workforce services, and an explanation of how it is in the best interest of the LWDB's customers that the LWDB continue to provide these services.**

CareerSource Polk continues to believe that direct provision of workforce services is in the best interest of its customers and the local workforce system. Direct service delivery allows CareerSource Polk to streamline processes, strengthen staff accountability, reduce administrative complexity, and directly align operational practices with strategic and performance goals.

As CareerSource Polk implements its Performance Improvement Plan, direct service delivery is essential to ensuring consistent application of corrective actions, including performance-aligned co-enrollment practices, standardized assessment and documentation processes, improved employment verification protocols, and enhanced youth credential attainment strategies.

Maintaining the direct provider model enables CareerSource Polk to respond quickly to performance data, reinforce staff training and supervision, and integrate continuous improvement efforts across all workforce programs. This structure supports stronger outcomes for job seekers and employers while maintaining transparency, compliance, and fiscal responsibility.

5. **A review of the effectiveness of the firewall established by the LWDB to clearly separate existing roles as oversight body for the region's workforce delivery system and its role as the operational services directly provided by the LWDB, and an explanation of changes to be made to the firewall.**

CareerSource Polk maintains a clear and effective firewall between its governance and operational functions.

Governance and Oversight

- The CareerSource Polk Board of Directors provides system-level oversight, strategic direction, and policy guidance.
- The Board holds the President/CEO accountable for implementation of policies, procedures, and operational performance.
- The Board reviews direct service delivery activities, including One-Stop operations, performance trends, and compliance.

Relationship with the Polk County Board of County Commissioners

- The Board Chair and President/CEO report to the Polk County Board of County Commissioners as needed.
- The Chief Local Elected Official appoints a commissioner to serve as liaison on the CareerSource Polk Board.
- CareerSource Polk presents agenda items, budgets, MOUs, IFAs, and board appointments for approval as required.

Independent Monitoring

- CareerSource Polk engages the CPA firm Taylor Hall Miller Parker, P.A. to conduct quarterly programmatic and fiscal monitoring.
- No changes to the existing firewall or oversight structure are proposed during the extension period.

6. **An identification of the grant program(s) that funds the workforce service delivery model.**

The workforce services delivery model is funded through the following programs:

- Workforce Innovation and Opportunity Act (WIOA) Adult
- Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker
- Workforce Innovation and Opportunity Act (WIOA) Youth
- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP)
- Wagner-Peyser
- UC/RA
- RESEA

7. **An analysis of the costs of the services that documents the actual reduction in costs with the LWDB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.**

CareerSource Polk develops and maintains an effective budget to sustain programs and ensure adequate staffing for quality service delivery. As a direct service provider for more than five years, CareerSource Polk has realized cost efficiencies by eliminating contractor overhead, duplicated management positions, annual profit margins, and procurement costs associated with contracted service delivery.

Savings have been achieved through:

- Elimination of contractor-specific positions (e.g., project director, finance analyst, support staff)
- Elimination of annual procurement and rebidding costs
- Reduction of facility and lease expenses, including:
  - Sublease agreements with Job Corps and the Department of Business and Professional Regulation
  - Closure of the Winter Haven Career Center, reducing lease payments to FloridaCommerce

Cost savings have allowed CareerSource Polk to redirect funds to direct client services, maintain lean administrative costs, and support continuous staff development.

8. **A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.**

   CareerSource Polk acknowledges that certain negotiated performance measures were not met in recent program years. In response, CareerSource Polk has developed and will implement a comprehensive Performance Improvement Plan (PIP) focused on improving employment, earnings, and credential attainment outcomes.

   Through direct service delivery, CareerSource Polk will implement:

   - Performance-aligned co-enrollment protocols supported by updated Local Operating Procedures and monthly quality assurance reviews
   - Strengthened employment verification processes using multiple allowable data sources, participant-driven digital tools, and centralized oversight
   - Enhanced assessment, documentation, and career planning practices to support appropriate and equitable training decisions
   - Targeted Youth program strategies to improve credential attainment, provider engagement, and participant reengagement
   - Ongoing performance monitoring through monthly reviews, quarterly audits, and required reporting to FloridaCommerce and CareerSource Florida

   These efforts are designed to improve outcome reporting accuracy, service quality, and measurable performance, positioning CareerSource Polk to meet or exceed negotiated performance expectations during the extension period.

9. **Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. Any submitted comments must be included.**
   A draft of this "Request to Extend Designation as Direct Provider of Workforce Services" is available on our website at www.careersourcepolk.com. The draft was emailed to the Board of County Commissioners and to our Board members. If any comments were submitted, they would have been considered and attached to this request for extension.

10. **Documentation that the Chief Elected Official has agreed to the planned extension.**
    The attached signature page has been signed by CareerSource Polk's Board and the Chief Elected Official, after being placed on the Board of County Commissioner's Agenda for consideration and signature.

If there are any questions or additional information is needed, please feel free to contact Stacy Campbell-Domineck at (863) 508-1600 or stacy.campbell-domineck@careersourcepolk.com

REQUEST FOR EXTENSION

LOCAL WORKFORCE AREA INFORMATION	
Name of Local Area: Polk County Workforce Development Board d.b.a. CareerSource Polk	
LWDB Number: LWDB 17	
Date of Submission: Apri 1, 2026	
Contact Person Name: Stacy Campbell-Domineck	Phone: 863-508-1100 x. 1110 Email Address: stacy.campbell-domineck@careersourcepolk.com

AMENDMENT TO THE LOCAL WORKFORCE SERVICES PLAN

The Local Workforce Development Board seeks to extend its designation as a direct service provider of certain services by agreement of the Chief Elected Official and the Governor. This extension to the designation of the Local Workforce Development Board as a direct service provider of certain services is to be effective for the period July 1, 2026 through June 30, 2029.

The signatures below certify agreement to the request for extension submitted by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with this extension, its Workforce Service Plan, and applicable federal and state laws and regulations.

LOCAL WORKFORCE DEVELOPMENT BOARD CHAIRMAN	
Name: Colonel Gary Clark	Title: Financial Advisor
Signature: Gary E Clark	Date: April 1, 2026

LOCAL CHIEF ELECTED OFFICIAL	
Name and Title: Commissioner Martha Santiago	County: Polk County
Signature:	Date:

careersourcepolk.com

DATE: April 1, 2026

FROM: Stacy Campbell-Domineck, President & CEO
CareerSource Polk

TO: Commissioner Martha Santiago, Chair
Polk County Board of County Commissioners

AGENDA ITEM/TITLE:
Request to Extend Designation as Direct Provider of Workforce Services (July 1, 2026 – June 30, 2029)

BACKGROUND / EXPLANATION
This agenda item is submitted on behalf of CareerSource Polk's Board of Directors,

CareerSource Polk respectfully requests approval to extend its designation as the Direct Provider of Workforce Services for the period of July 1, 2026, through June 30, 2029, in accordance with applicable state and federal requirements. CareerSource Polk has served as the Direct Provider since 2017 and continues to believe that direct service delivery is in the best interest of job seekers, employers, and the local workforce system.

Approval of this extension will allow CareerSource Polk to maintain continuity of operations, strengthen accountability, and effectively implement targeted performance and service delivery improvements. The full request includes all required elements, supporting documentation, fiscal considerations, public notice and comment information, and documentation of Chief Elected Official concurrence.

The complete Request to Extend Designation as Direct Provider of Workforce Services is provided as an attachment for review.

FISCAL IMPACT
There is no fiscal impact associated with these appointments.

BOARD ACTION REQUEST
The CareerSource Polk Board of Directors respectfully requests that the Polk County Board of County Commissioners approve the extension of CareerSource Polk's designation as the Direct Provider of Workforce Services for the period of July 1, 2026, through June 30, 2029.

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p: 863.508.1600 | f: 863.508.1601

Agenda Item R.32. 4/21/2026

SUBJECT

Subsequent Board Redesignation and Board Composition Certification for CareerSource Polk

DESCRIPTION

In accordance with CareerSource Florida Workforce Policy G105, local workforce development boards are required to obtain approval from the Chief Elected Official for:

- Subsequent Board Redesignation, and
- Board Composition Certification

to continue serving as the designated Local Workforce Development Board for the workforce planning region.

CareerSource Polk respectfully requests BoCC approval of its Subsequent Board Redesignation for Program Years (PY) 2026 through 2028, as well as approval of its Board Composition Certification, affirming that the Board's current membership complies with all applicable federal and state statutory requirements, including the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes.

CareerSource Polk has served as the designated Local Workforce Development Board for Polk County and continues to fulfill its responsibilities for strategic planning, policy development, fiscal oversight, and performance accountability for workforce programs serving job seekers and employers throughout the region. Approval of these requests will ensure continuity of governance, compliance with state policy, and eligibility to receive and administer workforce funding during the redesignation period.

The Subsequent Board Redesignation Request and Board Composition Certification, prepared in accordance with Workforce Policy G105 and including all required assurances and supporting documentation, are provided as attachments for the BoCC's review and consideration.

RECOMMENDATION

The CareerSource Polk Board of Directors respectfully requests that the Board of County Commissioners approve:

- The Subsequent Board Redesignation of CareerSource Polk for Program Years 2026 through 2028, and
- The Board Composition Certification confirming compliance with Workforce Innovation and Opportunity Act (WIOA) requirements and CareerSource Florida Workforce Policy

G105.

FISCAL IMPACT

None.

CONTACT INFORMATION

Stacy Campbell-Domineck
President & CEO
CareerSource Polk
863-508-1100

Randy Mink
County Attorney
863-534-7679

CareerSource FLORIDA **Workforce Policy**	**POLICY NUMBER** **G105**

Title:	Composition and Certification of Local Workforce Development Boards; Certification of One-Stop Systems; and Direct Service Provider Designation		
Policy Type:	Governance		
Program:	Workforce Innovation and Opportunity Act		
Effective:	06/08/2016	**Revised:**	01/28/2026

I. PURPOSE AND SCOPE

Local Workforce Development Boards (LWDBs) are critical in achieving the Governor and State Workforce Development Board's (SWDB) strategic and operational vision and goals for Florida's Workforce Development System. The CareerSource Florida Board of Directors, as the SWDB, sets guidelines—aligned with state and federal laws and its strategic goals—to ensure local workforce boards, service providers, and career centers efficiently deliver essential services. Consistent with state and federal requirements,[1] these guidelines support the review, designation, and/or certification of LWDBs, service providers for the one-stop delivery system, and one-stop career centers.

This policy outlines the standards and procedures related to LWDB composition as well as for certifying LWDBs, One-Stop Delivery Systems, and approving LWDBs to directly provide career services.

II. KEY OBJECTIVES AND MEASURABLE PERFORMANCE OUTCOMES

A. Key Objectives

LWDBs must ensure:

a. LWDB governance meets requirements per state and federal law and is designed to support designated performance outcomes and SWDB-determined strategic objectives.
b. High-quality, accessible, and integrated one-stop career center services and service providers.

[1] Workforce Innovation and Opportunity Act (WIOA), 20 Code of Federal Regulations (CFR) Parts 676 through 679, and Chapter 445, Florida Statutes.

B. Measurable Performance Outcomes

1. 100% of qualifying LWDBs are certified every two years and meet required LWDB board composition requirements.
2. 100% of qualifying One-Stop Delivery Systems are certified every three years.
3. LWDBs serving as direct providers of workforce services meet requirements to be approved and designated as such.

III. POLICIES AND PROCEDURES

A. Local Workforce Development Board Composition

The Chief Local Elected Official (CLEO) must select members of the LWDB, consistent with the criteria in federal and state law and criteria set by the Governor. The membership of a LWDB must be consistent with WIOA section 107(b). LWDB appointees must not be current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Workforce Policy. Business representatives appointed to the LWDB shall include the industry sectors of focus identified in the local area WIOA plan. LWDBs should include representation on their boards from businesses in all counties within the local area. LWDBs must make public a current and updated list of their LWDB members on their website and submit a form demonstrating compliance with federal and state requirements[2] as part of the LWDB Certification process.

LWDB members who no longer hold the position or status that made them eligible appointees must resign or be removed by the CLEO. LWDB vacancies must be filled within a reasonable amount of time, but no more than 12 months from the vacancy occurrence. This process must be described as part of the local plan.

CLEOs are responsible for providing leadership to LWDBs and ensuring not only fiscal and programmatic compliance, but also performance. Consistent with this, a CLEO may remove members of a LWDB, its executive director and/or the designated person responsible for operational and administrative functions of the board for cause. As set forth in section 445.002(2), F.S., "for cause" includes lack of performance. Lack of performance includes, but is not limited to, the following:

1. Nonperformance, as more fully set forth in Section III.B. For purposes of removal under this section, an LWDB is determined to have not met the standard if its performance is below 90 percent of the negotiated standard for each performance indicator.
2. Consistent failure to perform on LWDB Letter Grades, the state identified measure of performance, including letter grade performance in identified subgroup populations.
    a. CareerSource Florida and FloridaCommerce will examine LWDB performance on each of the criteria developed under s. 14.36(3)(h) for various populations served, including, but not limited to, veterans, individuals on public assistance as defined in s. 414.0252(10), and businesses. LWDBs consistently underperforming with a single subgroup, as evidenced by two consecutive letter grades of D or a single year with an F for that subgroup, will be required to

[2] 20 CFR 679.320; Section 445.007, Florida Statutes.

submit a LWDB Turnaround Plan, consistent with Workforce Policy G104 - Sanctions and Other Required Corrective Action for LWDBs Who Fail to Meet Federal and State Standards.

B. Local Workforce Development Board Certification and Decertification

LWDBs must be certified every two years. FloridaCommerce provides guidance to complete this process. LWDBs submit requests for certification using standardized forms provided by FloridaCommerce and CareerSource Florida.

CareerSource Florida and FloridaCommerce review submitted documents for completion and compliance with all state laws and federal regulations, using the approved and posted versions of the **LWDB Composition Tool and the *Evaluation for LWDB Certification Form*** to make approval recommendations to the SWDB based on information provided. Conditional approval for certification may be granted for LWDBs seeking certification that require additional time to meet criteria not associated with performance. LWDBs not meeting requirements outlined in the ***Evaluation for LWDB Certification Form*** may not be recommended for full approval.

Obtaining LWDB certification indicates that an LWDB meets minimum requirements to perform critical duties that support the workforce system in a designated local area. The SWDB may take action when the performance or activities of an LWDB do not meet requirements outlined in state board policies or state or federal law. This action can include LWDB decertification.

LWDBs who exhibit the following deficiencies cannot be fully certified and may be decertified, after the provision of notice and 30-day comment period, by the SWDB:[3]

1. Fraud, abuse, or failure to carry out the functions set forth in WIOA Section 107(d) and 20 CFR 679.370.[4]
2. Nonperformance: Failure to meet identified state or federal performance accountability measures for two consecutive program years.
    a. Chief local elected officials (CLEOs) and their LWDBs will receive a notification from FloridaCommerce annually indicating whether the LWDB met or did not meet statistically adjusted federal performance accountability measures or failed to meet requirements associated with consistent poor performance on state issued LWDB Letter Grades as outlined in Section III - A. For LWDBs not successfully meeting state or federal performance accountability measures, the notification will include a reminder that failure to meet performance requirements in the next consecutive year may result in decertification and outline required actions related to increased monitoring and the provision of technical assistance that must occur during the next year.

Additional criteria for LWDB decertification include those listed below:

b. Consistent failure to convene a system of stakeholders to support local workforce development activities.
c. Consistent failure to effectively partner and engage local employers resulting in a measurable decline in measures of employer satisfaction for two consecutive

[3] WIOA Section 107(c)(3).
[4] TEGL 11-19 Change 2 | U.S. Department of Labor

years.

d. Consistent failure to update LOPs and policies consistent with state law or policies measured through monitoring reports noting this deficiency for two consecutive years.
e. Other criteria as specified in Workforce Policies G104 - Sanctions and Other Required Corrective Action for Local Workforce Development Boards Who Fail to Meet Federal and State Standards and P88 - Performance Requirements for Local Workforce Development Boards.

If a LWDB is decertified, a new LWDB for the designated local workforce development area must be appointed by the identified CLEO contingent upon a reorganization plan developed by FloridaCommerce in consultation with the CLEO. Plans governing LWDB reorganization for certification, including those that involve consolidation of LWDBs, must be approved by the SWDB.[5]

C. Certification of the Local One-Stop Delivery System

Every three years, each local One-Stop Delivery System must be certified.[6] LWDBs must certify their local One-Stop Delivery Systems unless the LWDB serves or intends to serve as the One-Stop Operator. In such cases, the LWDB must first request approval from the SWDB to operate in that role. Upon submission, CareerSource Florida and FloridaCommerce will review the request for compliance in accordance with all applicable state laws and federal regulations, using the SWDB's standardized ***Evaluation for One-Stop Certification Form.*** This form includes minimum criteria—such as measures of effectiveness, accessibility, and continuous improvement—that LWDBs must apply when selecting and certifying each local One-Stop Delivery System. CareerSource Florida and FloridaCommerce review the request and recommend approval to the SWDB when appropriate.

The certification approval of a LWDB to serve as its own One-Stop Operator can be revoked by the SWDB if it is determined that the LWDB no longer meets minimum criteria, including those used to assess the one-stop delivery system's effectiveness, accessibility, and commitment to continuous improvement as outlined in the *Evaluation for One-Stop Certification Form*.

D. Approval of Waiver and Designation of LWDBs as a Direct Provider of Career Services

LWDBs may request to be a direct provider of career services.[7] For a LWDB to be a direct provider of career services, approval must be granted by the SWDB. LWDBS are not permitted to be designated as direct providers of training services.[8]

FloridaCommerce and CareerSource Florida will guide boards through the application process. CareerSource Florida and FloridaCommerce will review the application and documentation for compliance with all state laws and federal regulations, using the standardized ***Evaluation for LWDB Direct Service Provider Designation Form.***

[5] WIOA Section 107(c)(3)(C).
[6] WIOA Section 121(g).
[7] 20 CFR 679.410(b) and WIOA Section 107(g).
[8] Section 445.007(6), Florida Statutes.

CareerSource Florida and FloridaCommerce will make a recommendation, as appropriate to the SWDB for consideration to designate LWDBs to serve as a direct provider of career services.

A LWDB designated as a direct provider of career services must submit a performance report at the end of each program year during which direct workforce services were provided. The report must contain, at a minimum, the following:

1. An analysis of cost savings as a result of the LWDB providing direct workforce services.
2. A description of improvement in performance outcomes.
3. A description of any "best practices" to be shared with other LWDBs.
4. Evidence that the direct service provision was incorporated into the local WIOA plan within 60 days of receipt of approval to serve as a direct provider of workforce services.

LWDBs must submit the annual performance report by September 30 each year (or when requested by FloridaCommerce). LWDBs submit annual performance reports via email to FloridaCommerce at LWDBGovernance@commerce.fl.gov.

The designation as a direct provider of workforce services may not exceed the duration of the local WIOA plan and may be renewed through the submission of a new request, not to exceed the durations of such subsequent plans. The approval to serve as a direct provider of workforce services can be revoked by the SWDB if determined that it is no longer necessary or for persistent failure to meet associated performance measurements.

IV. IMPLEMENTATION

LWDBs are responsible for conducting annual internal reviews of their governance and service delivery systems, incorporating customer feedback, staff training metrics, and accessibility assessments. LWDBs must update certification criteria, in alignment with SWDB identified criteria, every two years and include them in the WIOA local plan as required under WIOA Section 108 and 20 CFR 679.560.

FloridaCommerce will monitor LWDBs and their LOPs annually in consultation with CareerSource Florida to ensure compliance with federal and state requirements. FloridaCommerce and CareerSource Florida will address any deficiencies through the state's resolution process and consistent with applicable CareerSource Florida policies. These efforts promote continuous improvement, accountability, and consistent quality across Florida's workforce development system.

Boards that do not meet the requirements outlined in this policy, or that exhibit deficiencies as described in CareerSource Florida Workforce Policy G104 – Sanctions and Other Required Corrective Action for Local Workforce Development Boards Who Fail to Meet Federal and State Standards, may be subject to corrective actions. These may include, but are not limited to:

1. Issuance of a Corrective Notice
2. Imposition of Specific Conditions, including a required Turnaround Plan
3. Application of Sanctions, which may include:

a. Decertifying the LWDB.
b. Selecting an alternative entity as defined in WIOA Section 108 to administer the program for the local area.
c. Merging the local area into one or more other local areas, after consultation with the CLEO.
d. Making other necessary changes to secure compliance.

FloridaCommerce provides technical assistance and support to LWDBs before initiating corrective actions or sanctions. This assistance may include guidance on corrective action planning, clarification of certification criteria, technical resources, and identification of best practices. The goal is to promote continuous improvement and ensure boards have a fair opportunity to meet federal and state standards before formal sanctions are considered.

V. ATTACHMENTS AND RESOURCES

Evaluation for LWDB Certification Form

Evaluation for One-Stop Certification Form

Evaluation for LWDB Direct Service Provider Designation Form

LWDB Composition Tool

Board of Directors List Tool

Program Year (PY) 2025-2026

Date of Review:

Name of Board Member	Position on Board	Term of Appointment	Appointment Date	Name of Member's Business, Company, or Employer and Title or Position	Representation ****	Additional Representation	Additional Representation
Complete the Board of Directors template below. Include current board members at the time this document is completed including vacant seats from each Sector, if applicable. In the Representation column, you must choose an option from the drop-down menu. If a board member has more than one affiliation, select the additional representation category from Column F. ***Once the Board of Directors template has been completed, check the table located at the bottom of the page. The table calculates both Business and Workforce percentages, as well as the required board roles.*** **Please note:** ***Providing a reference to a website will not satisfy this request . The template holds up to 36 board members. If you have more than 36 members on your board reach out to your Programmatic Monitor Unit directly.***					**Sector & Description (See 20 CFR 679.320) Choose Sector and Description from the drop down menu**	**Sector & Description (See 20 CFR 679.320) Choose Sector and Description from the drop down menu**	**Sector & Description (See 20 CFR 679.320) Choose Sector and Description from the drop down menu**
	Ex. Member, Chair, Secretary etc.	Ex. MM/DD/YY- MM/DD/YY	Ex. MM/DD/YY				
Altieri, Jorge	Member	07/01/2025 - 06/30/2029		Sofidel USA	Business: Other Business Sector		
Case, Karen	Treasurer/Secretary	07/01/2025 - 06/30/2029		Legoland Florida Resort	Business: Other Business Sector		
Clark, Gary	Chair	07/01/2025 - 06/30/2029		CPS Invesment Advisors/Polk County Veteran's Counci	Business: Other Business Sector	Workforce: Organization that serves veterans	
Dimmick, Scott	Chair-Elect	07/01/2025 - 06/30/2029		Lakeland Regional Health	Business: Other Business Sector		
Garner, Ginger	Member	07/01/2025 - 06/30/2029		Walmart Manufacturing	Business: Other Business Sector		
Jantomaso, Cynthia	Member	07/01/2025 - 06/30/2029		Haines City EDC	Other: Economic and community development entity		
Khan, Adil	Member	07/01/2025 - 06/30/2029		LASR Investments	Business: Member of Small Business		
Lehman, Tori	Member	07/01/2026 - 06/30/2030		Clifton Larson Allen	Business: Vacant Business seat		
Lunsford, Katrina	Member	07/01/2025 - 06/30/2029		Fifth Third Bank	Business: Other Business Sector		
McCraw, David	Immediate Past Chair	07/01/2025 - 06/30/2029		Tampa Area JATC	Workforce: Labor organization in the local area	Workforce: Union affiliated registered apprenticeship program	
Oguntola, Andy	Member	07/01/2026 - 06/30/2030		Florida Polytechnic University	Other: Institution of higher education providing workforce investment activities		
Olivas, Yesse	Member	07/01/2025 - 06/30/2029		Tampa Maid	Business: Other Business Sector		
Reis, Ryan	Member	07/11/2023 - 06/30/2027	7/11/2023	Webber University	Other: Institution of higher education providing workforce investment activities		
Sapp, Sherry	Member	07/01/2025 - 06/30/2029		Sapp CDL Training & Consulting	Business: Member of Small Business		
Wilson, Amanda	Member	07/01/2025 - 06/30/2029		Department of Children & Families	Other: Governmental and economic and community development entities who represent transportation, housing, and public assistance programs		
Woodard, Derrick	Member	07/01/2025 - 06/30/2029		Polk County Public Schools	Workforce: Labor organization in the local area	Other: Training provider administering adult education and literacy activities under WIOA title II	
Wright, Sharon	Member	07/01/2025 - 06/30/2029		Vocational Rehabilitation	Other: Program carried out under title I of the Rehabilitation Act o 1973, other than sec.112 or part C of that title		

**** Please note that this column is solely used to calculate compliance with the 50% business and 20% workforce membership requirement. For members that serve multiple roles, please select *business* or *workforce* sector in the first column and the secondary role in the second column.

	Member Count	Member Percentage	
Board Members in Business Sector	10	59%	Total must 50% or greater
Member of Small Business	2	Meets Minimum	*Minimum of 2 business representatives*
Other Business Sectors	7		*Remaining business representatives*
Vacant Business Sector seats	1		*Vacant Seats*
Board Members in Workforce Sector	4	24%	Total must be 20% or greater
Labor organization in the local area	2	Meets Minimum	*If in existence, must include 2 or more Workforce representatives*
Joint labor-management organization	0		*If in existence, must include 1 or more Workforce representatives from these three categories*
Union affiliated registered apprenticeship program	1	Meets Minimum	
Non-union affiliated registered apprenticeship program	0		
Community-based organization with experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment	0		*May include 1 or more Workforce representatives*
Organization that serves veterans	1		*May include 1 or more Workforce representatives*
Organization which provides or supports competitive integrated employment for individuals with disabilities	0		*May include 1 or more Workforce representatives*
Organization with experience and expertise in addressing the employment, training, or education needs of eligible youth	0		*May include 1 or more Workforce representatives*
Vacant Workforce Sector Seats	0		*Vacant Seats*
Board Members in Other Sectors	6	35%	Remaining Percentage
Training provider administering adult education and literacy activities under WIOA title II	1	Meets minimum	*Must include 1 representative*
Institution of higher education providing workforce investment activities	2	Meets minimum	*Must include 1 representative*
Economic and community development entity	1	Meets minimum	*Must include 1 representative*
State Employment Service Office under Wagner Peyser Act (29 U.S.C. 49) serving the local area	0		*Must include 1 representative - FloridaCommerce realizes that this position may not be filled.*
Program carried out under title I of the Rehabilitation Act o 1973, other than sec.112 or part C of that title	1	Meets minimum	*Must include 1 representative*

Other Entity that administers education and training activities, represents local educational agencies or community-based organizations that have expertise in addressing the education or training needs for individuals with barriers to employment	0		*May include representatives*
Governmental and economic and community development entities who represent transportation, housing, and public assistance programs	1		*May include representatives*
Philanthropic organizations serving the local area	0		*May include representatives*
Other appropriate individuals as determined by the chief elected official	0		*May include representatives*
Vacant Other Seats	0		*Vacant Seats*
Member Count	17		
Representation Count	20		

DATE: April 1, 2026

FROM: Stacy Campbell-Domineck, President & CEO
CareerSource Polk

TO: Commissioner Martha Santiago, Chair
Polk County Board of County Commissioners

AGENDA ITEM/TITLE:
Subsequent Board Redesignation and Board Composition Certification for CareerSource Polk

BACKGROUND / EXPLANATION
This agenda item is submitted on behalf of CareerSource Polk's Board of Directors.

In accordance with CareerSource Florida Workforce Policy G105, local workforce development boards are required to obtain approval from the Chief Elected Official for:

- Subsequent Board Redesignation, and
- Board Composition Certification

to continue serving as the designated Local Workforce Development Board for the workforce planning region.

CareerSource Polk respectfully requests BoCC approval of its Subsequent Board Redesignation for Program Years (PY) 2026 through 2028, as well as approval of its Board Composition Certification, affirming that the Board's current membership complies with all applicable federal and state statutory requirements, including the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes.

CareerSource Polk has served as the designated Local Workforce Development Board for Polk County and continues to fulfill its responsibilities for strategic planning, policy development, fiscal oversight, and performance accountability for workforce programs serving job seekers and employers throughout the region. Approval of these requests will ensure continuity of governance, compliance with state policy, and eligibility to receive and administer workforce funding during the redesignation period.

The Subsequent Board Redesignation Request and Board Composition Certification, prepared in accordance with Workforce Policy G105 and including all required assurances and supporting documentation, are provided as attachments for the BoCC's review and consideration.

FISCAL IMPACT
There is no fiscal impact associated with these appointments.

BOARD ACTION REQUEST
The CareerSource Polk Board of Directors respectfully requests that the Board of County Commissioners approve:

- The Subsequent Board Redesignation of CareerSource Polk for Program Years 2026 through 2028, and
- The Board Composition Certification confirming compliance with Workforce Innovation and Opportunity Act (WIOA) requirements and CareerSource Florida Workforce Policy G105.

info@careersourcepolk.com
600 N Broadway Ave., Suite B | Bartow, FL 33830
p: 863.508.1600 | f: 863.508.1601

Request for Subsequent Local Workforce Development Area Designation

Name of Local Workforce Development Area: Polk County Workforce Development Board d.b.a. CareerSource Polk

Name of Contact Person:	**Phone Number:**
Stacy Campbell-Domineck	863-508-1100 x. 1110
Title:	**Email Address:**
President & CEO	stacy.campbell-domineck@careersourcepolk.com

Date of Request:
April 21, 2026

Local workforce development areas that receive an initial designation will be granted a subsequent designation if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity.

Performed Successfully

The term "Performed Successfully" means the local workforce development area met or exceeded the adjusted levels of performance for primary indicators of performance for the last two consecutive years for which data are available, and the local area has not failed the same individual measure for the last two consecutive program years.

Sustained Fiscal Integrity

The term "Sustained Fiscal Integrity" means that the Secretary of Labor has not made a formal determination, during either of the last two consecutive years preceding the determination regarding such integrity, that either the grant recipient or the administrative entity of the local workforce development area has mis-expended funds provided.

LOCAL AREA LEVELS OF PERFORMANCE

For subsequent designation of local workforce development areas, the local area must include the local negotiated levels of performance and actual levels of performance for the two program years (PY) for which data are available prior to the program year for which designation is requested.

Name of Local Workforce Development Area:				
Measures	**Negotiated** PY: 2023-24	**Actual** PY: 2023-24	**Negotiated** PY: 2024-25	**Actual** PY: 2024-25
Adult				
Employed 2nd Quarter After Exit	87.00	81.60	80.1	91.8
Median Wages 2nd Quarter After Exit	7500.00	8257.00	7935	8966
Employed 4th Quarter After Exit	86.00	86.80	86.9	79.8
Credential Attainment Rate	72.00	78.70	68.4	80
Measurable Skill Gains	60	74.40	80	82.9
Dislocated Worker				
Employed 2nd Quarter After Exit	85.00	65.00	88.6	62.5
Median Wages 2nd Quarter After Exit	8152.00	6264.00	6769	9055
Employed 4th Quarter After Exit	75.00	80.80	77.2	68.8
Credential Attainment Rate	68.00	82.40	60.7	71.4
Measurable Skill Gains	75.00	69.20	80	88.2
Youth				
Employed 2nd Quarter After Exit	70.00	78.80	70.5	77.8
Median Wages 2nd Quarter After Exit	3251.00	4320.00	3546	5219
Employed 4th Quarter After Exit	72.00	71.40	71.7	62.5
Credential Attainment Rate	91.40	78.90	86	68
Measurable Skill Gains	60.00	40.50	70	64.1
Wagner-Peyser				
Employed 2nd Quarter After Exit	61.00	66.00	67.2	62.6
Median Wages 2nd Quarter After Exit	5497.00	7549.00	6201	7412
Employed 4th Quarter After Exit	66.00	65.90	63.9	62.4

CERTIFICATION AND APPROVAL OF REQUEST

By signing below, the local workforce board chairperson and chief local elected official certify that the local area has performed successfully and sustained fiscal integrity for subsequent designation of the existing local area.

Local Workforce Development Board Chairperson
Name: Gary Clark
Signature: Gary E Clark
Date: 04/08/2026

Chief Local Elected Official	
Name: Commissioner Martha Santiago	**County:** Polk
Signature:	
Date:	

Chief Local Elected Official	
Name:	**County:**
Signature:	
Date:	

Chief Local Elected Official	
Name:	**County:**
Signature:	
Date:	

Chief Local Elected Official	
Name:	**County:**
Signature:	
Date:	

Chief Local Elected Official	
Name:	**County:**
Signature:	
Date:	

Chief Local Elected Official	
Name:	**County:**
Signature:	
Date:	

The completed request and certification page(s) must be submitted to: LWDBGovernance@commerce.fl.gov.

Polk County

Board of County Commissioners

Agenda Item R.33. 4/21/2026

SUBJECT

Approval of Interlocal Agreement Between Polk County and the Polk County Workforce Development Board, Inc. (d/b/a CareerSource Polk)

DESCRIPTION

This agenda item is submitted on behalf of the Polk County Workforce Development Board, Inc., d/b/a CareerSource Polk (the "Board"), to request Board of County Commissioners (BoCC) approval of the attached Interlocal Agreement between Polk County BoCC and the Board.

The Interlocal Agreement establishes and maintains the collaborative relationship between Polk County, acting as the Chief Elected Official, and the Board, serving as the Local Workforce Development Board, in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), Chapter 445, Florida Statutes, and all other applicable federal and state laws.

The Agreement delineates the respective roles, responsibilities, and authorities of the County and the Board, including the Board's designation as the administrative entity and grant subrecipient for workforce development programs administered within the Polk County Workforce Development Area. It further outlines governance, fiscal oversight, performance accountability, compliance, and coordination requirements necessary to ensure effective workforce service delivery.

The proposed term of the Interlocal Agreement is July 1, 2026, through June 30, 2029, aligning with applicable program years and planning cycles. Approval of this Agreement is necessary to support continued Board certification, receipt and administration of workforce funds, and ongoing compliance with state and federal workforce governance requirements.

RECOMMENDATION

Approve the Interlocal Agreement between Polk County and the Polk County Workforce Development Board, Inc. (d/b/a CareerSource Polk) for the period of July 1, 2026, through June 30, 2029.

FISCAL IMPACT

None.

CONTACT INFORMATION

Stacy Campbell-Domineck

President & CEO
CareerSource Polk
863-508-1100

Randy Mink
County Attorney
863-534-7679

Interlocal Agreement
Between
Polk County, a political subdivision of the State of Florida
And
The Polk County Workforce Development Board, Inc.

This Interlocal Agreement is entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the Polk County Workforce Development Board, Inc., d/b/a CareerSource Polk (the "BOARD").

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. § 3101 et seq. ("WIOA"), authorizes the expenditure of federal workforce development funds in areas of the State of Florida designated by the Governor as Local Workforce Development Areas; and

WHEREAS, Chapter 445, Florida Statutes, as amended, implements WIOA in the State of Florida and delineates the respective roles and responsibilities of counties, chief elected officials, and local workforce development boards in the administration and oversight of workforce development programs, and imposes additional responsibilities and duties on the COUNTY; and

WHEREAS, Polk County, Florida has been designated by the Governor of the State of Florida as a Workforce Development Area; and

WHEREAS, the Polk County Board of County Commissioners serves as the Chief Elected Official for the Local Workforce Development Area pursuant to WIOA and Chapter 445, Florida Statutes; and

WHEREAS, the COUNTY, as Chief Elected Official, has established a process for appointing members to the BOARD in accordance with applicable law; and

WHEREAS, the BOARD serves as the Local Workforce Development Board for Polk County, Florida; and

WHEREAS, the BOARD and its members have requested certification as the Local Workforce Development Board by CareerSource Florida, Inc.; and

WHEREAS, the COUNTY and the BOARD desire to enter into this Agreement to ensure continued compliance with WIOA, Chapter 445, Florida Statutes, and all other applicable federal and state laws;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE.

The purpose of this Agreement is to establish and maintain a collaborative relationship between the COUNTY and the BOARD to jointly and severally carry out the requirements of the Workforce Innovation and Opportunity Act of 2014, Chapter 445, Florida Statutes, and any applicable federal or state workforce development initiatives or successor laws (collectively, the "Acts").

II. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY.

The BOARD shall serve as the designated grant subrecipient and administrative entity for all workforce development programs and funds authorized under the Acts and administered within the Polk County Workforce Development Area.

As administrative entity, the BOARD shall have authority and responsibility to:

A. Employ personnel to carry out the effective and efficient operation of the program and to provide necessary technical assistance to the BOARD and to the COUNTY;

B. Organize and train such personnel as necessary to conduct the functions herein;

C. Prepare planning documents and, after approval by the COUNTY, submit them to the appropriate funding authorities for approval;

D. Develop an annual budget for the purposes of carrying out the duties of the BOARD, which budget shall be subject to approval by the BOARD and the COUNTY;

E. Submit the approved annual budget, within two (2) weeks of approval by the BOARD, to CareerSource Florida, Inc. for review.

F. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable federal, state or local laws;

G. Execute contracts, sub grants, and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One-Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult, dislocated worker, and out-of-school youth training services, and maintaining a list of those providers with performance and cost information;

H. Negotiate and reach agreement with the COUNTY and the Governor on local performance measures;

I. Recommend policy and develop program procedures for program management, planning, operation, evaluation, and other necessary functions;

J. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;

K. Establish and maintain in force Memorandums of Understanding with each of the required and local One-Stop Partner agencies;

L. Collect and dispose of program income generated by program activities pursuant to the Acts or state requirements;

M. Take action against any subrecipient or vendor for abuse in the program they are operating in order to protect the funds and the integrity of the program, subject to final approval or ratification by the COUNTY and the BOARD;

N. Cooperate with the State of Florida, CareerSource Florida, Inc., and other appropriate agencies in the collection, analysis, and reporting of labor market and employment information, consistent with the requirements of the Workforce Innovation and Opportunity Act of 2014 and applicable state and federal law;

O. Coordinate workforce investment activities with economic development strategies and developing employer linkages;

P. Promote private sector involvement in the Statewide Workforce System through effective brokering, connecting, and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;

Q. Meet with representatives of FloridaCommerce, as required, to review the BOARD's performance for purposes of certification pursuant to Section 445.007(3), Florida Statutes;

R. Promptly provide to the COUNTY and the Clerk of the Board of County Commissioners (the "Clerk") copies of all approved meeting minutes of the BOARD and its Executive Committee. Such requirement may be satisfied by electronic transmission or by written notice to the COUNTY and the Clerk of the availability and location of the minutes on the BOARD's official website;

S. To perform any other functions as necessary or appropriate to meet its responsibility for the entire operation of the program(s);

T. To seek, compete for, and secure other sources of funding consistent with, and in accordance with, its purpose and for such other purposes as the BOARD may deem appropriate and necessary;

U. Perform or cause to have performed, internal audits and monitoring of all funds as required by the Acts, or other applicable law; shall satisfactorily resolve any questions or problems arising from said audits and monitoring and present audit and monitoring findings directly to the COUNTY; and

V. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Acts, or other applicable law, subject to approval by the COUNTY.

W. The Board acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

III. DEVELOPMENT OF THE WORKFORCE REGIONAL PLAN.

Pursuant to WIOA, Chapter 445, Florida Statutes, and requirements established by the Governor of the State of Florida, and in collaboration with the COUNTY, the BOARD shall develop the Local Workforce Development Plan and any other plans as required. Said plans shall be presented to the COUNTY, as Chief Elected Official, for review and approval. Upon approval, the BOARD shall submit the plans to the appropriate funding authorities.

IV. ADDITIONAL RESPONSIBILITIES AND AUTHORITY OF THE BOARD.

The BOARD shall have the following additional responsibilities and authority:

A. Develop and maintain bylaws and elect its own officers in accordance with its bylaws;

B. Determine and/or establish its own structure, committees, subcommittees, and functions;

C. Review, make recommendations to, and fully approve all plans and subsequent modifications to the plans as jointly developed by the BOARD and the COUNTY (modifications to the plans shall be approved by both the BOARD and the COUNTY);

D. Provide policy guidance for and oversight with respect to activities provided for in the plans;

E. Distribute reports to the COUNTY in a timely manner by providing a copy to the Chairman of the Board of County Commissioners and to the Clerk;

F. Designate all local providers of services, including the One-Stop Operator, youth service providers, and providers of career and training services for adults, dislocated workers, and out-of-school youth ages 16–24, and retain such authority without delegation to a third party. To preserve its independent oversight role, the BOARD shall not serve as a direct provider of participant services; provided, however, that pursuant to Section 445.007(6), Florida Statutes, the BOARD may elect to serve as a direct provider of participant services with the agreement of the COUNTY and the Governor, as authorized under 29 U.S.C. § 3122(f)(2);

G. Exercise supervision of all programs conducted under the plans and/or programs conducted under any grants received by the BOARD on behalf of the COUNTY in accordance with this Agreement;

H. Institute an effective system to direct, guide, evaluate, appraise, and compensate the President and Chief Executive Officer of the BOARD;

I. Promote and solicit participation by the business community in the workforce development system in order to maximize services to eligible residents of Polk County;

J. Initiate, or request that the COUNTY initiate, requests for expenditures in excess of cost limitations as permitted by the Acts and applicable law;

K. Collect, or have collected, appropriate labor market information to determine business and industry needs for specific job categories in Polk County;

L. Ensure that BOARD members comply with all applicable conflict-of-interest and ethics requirements, including Part III of Chapter 112, Florida Statutes, and all other applicable laws and regulations;

M. Approve, in conjunction with the COUNTY, all plans as may be required under the Wagner Peyser Act;

N. Exert every reasonable and necessary effort to resolve disagreements between the BOARD and the COUNTY;

O. Comply with all filing, reporting, and governance requirements applicable to not-for-profit corporations under Florida law;

P. Complete and submit all assurances as required by the BOARD's funding sources;

Q. Secure and maintain directors' and officers' liability insurance, commercial general liability insurance, and such other insurance coverage, in amounts reasonably acceptable to the COUNTY and sufficient to protect the BOARD and the COUNTY against claims arising from the performance of duties under this Agreement;

R. To the fullest extent permitted by law, the BOARD shall defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, employees, and agents from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees and court costs, arising out of or resulting from the BOARD's negligent acts, reckless conduct, intentional misconduct, or violations of law in the performance of workforce services under the Workforce Innovation and Opportunity Act of 2014 and other applicable federal, state, or local laws, except to the extent such claims arise from the negligence or wrongdoing of the COUNTY;

S. Provide, for a negotiated fee, services requested by the COUNTY, including legal, purchasing, personnel, or management information systems support;

T. Ensure that BOARD members and the BOARD's Chief Executive Officer comply with public disclosure of financial interests as required under Sections 445.007(1), 112.3144, and 112.3145, Florida Statutes, as applicable;

U. Ensure that state and federal funds are not used, directly or indirectly, to pay for meals, food, beverages, entertainment, or recreational activities for BOARD members or employees, except as expressly authorized by law;

V. Ensure full compliance with Section 445.007(11), Florida Statutes, relating to conflicts of interest and contracts involving relatives or employees; and

W. Provide semi-annual reports to the COUNTY demonstrating implementation status of the approved Local Workforce Development Plan and the current status of the BOARD's approved budget.

V. AUTHORITY AND RESPONSIBILITY OF THE COUNTY.

The COUNTY shall have the following responsibilities and authority:

A. Pursuant to Section 445.007, Florida Statutes, as amended, and applicable federal law, the COUNTY shall appoint and reappoint members to the BOARD in a timely manner so as to maintain the minimum number of members required by law and by the BOARD's bylaws to constitute a quorum necessary for the BOARD to carry out its responsibilities. Prospective BOARD members shall be submitted to the COUNTY in accordance with the BOARD's adopted bylaws. Members of the BOARD may be removed by the Governor of the State of Florida for cause, as provided in Section 445.007(2)(b), Florida Statutes.

B. Consult with the BOARD from time to time and on a continuing basis, or as requested by either party;

C. In collaboration with the BOARD, ensure the effective and efficient delivery of all services provided for under the BOARD's approved plans;

D. Ensure that there is no conflict of interest, or the appearance thereof, in the activities of the COUNTY or its members or staff with respect to all activities under this Agreement;

E. Make recommendations, and approve, in conjunction with the BOARD, all plans as may be required under the Wagner Peyser Act;

F. In collaboration with, and at the request of, the BOARD, take prompt and decisive corrective action when necessary to comply with the Acts, applicable regulations, or to ensure that performance standards are met;

G. Approve or initiate debarment procedures against any subcontractor or vendor for violations of the Acts, applicable regulations, or administrative policies of the BOARD or the COUNTY;

H. Ensure, in accordance with the approved plans and any other agreements with the BOARD, that adequate administration and management is provided for all funds and programs administered by the BOARD, including receipts, disbursement of funds, monitoring, evaluation, contracting, and related activities;

I. Arrange for and procure external audits of programs operated by the BOARD, as the COUNTY may deem necessary;

J. Exert every reasonable and necessary effort to resolve disagreements between the BOARD and the COUNTY;

K. Provide, for a negotiated fee, services requested by the BOARD, including legal, purchasing, personnel, and management information systems support;

L. Appoint one member of the Board of County Commissioners to serve as a liaison to the BOARD.

M. As Chief Elected Official, review and approve the BOARD's annual budget prior to its submission to CareerSource Florida, Inc.

VI. AUTHORITY AND RESPONSIBILITIES HELD JOINTLY

A. It is the joint responsibility of the BOARD and the COUNTY to ensure the effective delivery of workforce development services that provide the greatest benefit to the residents and employers of Polk County. The BOARD and the COUNTY further share responsibility for encouraging and supporting the active and effective participation of all sectors of the community in the provision of such services.

B. The BOARD and the COUNTY may further effective communication by meeting jointly, from time to time, in accordance with mutually agreed-upon meeting schedules. Either party may take such additional steps as may be reasonably necessary to ensure effective communication and coordination between the two entities.

C. The BOARD and the COUNTY agree to make good-faith efforts to resolve any disputes arising under this Agreement through mutually satisfactory negotiations.

D. In the event the BOARD is determined to be responsible for any disallowed costs, however identified by a state or federal funding or oversight agency shall cooperate in good faith to resolve such disallowed costs. If repayment of grant funds awarded under sections 128 or 133 of the Workforce Innovation and Opportunity Act of 2014 is demanded by the funding source, the BOARD shall be responsible for repayment using its available insurance coverage or non-grant funds. The COUNTY shall, to the extent permitted by law, be responsible for repayment of any remaining shortfall only after all available insurance coverage and non-grant funds of the BOARD have been fully exhausted.

VII. TERM.

The term of this Agreement shall begin on July 1, 2026 and shall run through June 30, 2029.

VIII. **MERGER.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, negotiations, or representations between the parties relating thereto. All exhibits, documents, and materials referenced in this Agreement are hereby incorporated by reference and deemed a part of this Agreement.

IX. **MODIFICATION.**

This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both parties and only to the extent such modification or amendment is consistent with applicable federal and state law, including the Acts, and any rules or regulations promulgated thereunder.

X. **RESOLUTION OF DISAGREEMENT.**

A. In recognition of the collaborative relationship between the BOARD and the COUNTY, the parties agree that any disagreements or disputes arising under this Agreement shall be addressed locally and resolved, to the extent practicable, through good-faith and mutually satisfactory negotiations. For purposes of such negotiations, the Chairperson and Chairperson-Elect of the BOARD and the Chairperson and Vice-Chairperson of the Polk County Board of County Commissioners shall serve as the designated negotiating representatives of their respective entities.

B. The parties acknowledge that failure to resolve a dispute at the local level may result in the COUNTY exercising its authority, consistent with applicable law, to revoke the BOARD's designation as the administrative entity and fiscal agent for funds governed by this Agreement and to designate an alternative eligible entity to serve in that capacity.

C. To the extent practicable, staff of the BOARD shall not be required to advocate for either party in the event of a dispute between the BOARD and the COUNTY. The role of staff during such disputes shall be limited to providing neutral administrative and technical assistance, including the preparation, processing, and provision of information requested by either party, or making other arrangements reasonably necessary to facilitate and expedite the resolution of the dispute or any related issue.

XI. **SEVERABILITY.**

If any term or provision of this Agreement, or its application to any party, is held to be invalid or unenforceable to any extent, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by applicable federal, state, or local law.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below.

POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource Polk

By: Gary E Clark

Name: Gary Clark

Title: Chairperson

Date: 04/07/2026

POLK COUNTY, FLORIDA

By and through its Board of County Commissioners

By: _____

Name: _____

Title: Chairperson

Date: _____

ATTEST:

_____

Stacy M. Butterfield,
Polk County Clerk of the Circuit Court and Comptroller

Date: _____

Reviewed as to form and legality:

_____

County Attorney

Date: 4/8/26

Exhibit "A"
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as "Contractor" and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

II. Certification of Non-Scrutinized Company

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

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

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

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

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

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

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

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

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the

Contractor.

III. PUBLIC MEETINGS AND RECORDS.

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

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

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

(iii).ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this

Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

V. Annual Appropriations

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

VI. Non-Discrimination

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

VII. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Gary Clark, Chairperson, 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.

Polk County Workforce Development Board d/b/a CareerSource Polk
NONGOVERNMENTAL ENTITY

Gary E Clark
SIGNATURE

Gary Clark
PRINT NAME

Board Chairperson
TITLE

04/07/2026
DATE

DATE: April 1, 2026

FROM: Stacy Campbell-Domineck, President & CEO
CareerSource Polk

TO: Commissioner Martha Santiago, Chair
Polk County Board of County Commissioners

AGENDA ITEM/TITLE:
Approval of Interlocal Agreement Between Polk County and the Polk County Workforce Development Board, Inc. (d/b/a CareerSource Polk)

BACKGROUND / EXPLANATION
This agenda item is submitted on behalf of the Polk County Workforce Development Board, Inc., d/b/a CareerSource Polk (the "Board"), to request Board of County Commissioners (BoCC) approval of the attached Interlocal Agreement between Polk County BoCC and the Board.

The Interlocal Agreement establishes and maintains the collaborative relationship between Polk County, acting as the Chief Elected Official, and the Board, serving as the Local Workforce Development Board, in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), Chapter 445, Florida Statutes, and all other applicable federal and state laws.

The Agreement delineates the respective roles, responsibilities, and authorities of the County and the Board, including the Board's designation as the administrative entity and grant subrecipient for workforce development programs administered within the Polk County Workforce Development Area. It further outlines governance, fiscal oversight, performance accountability, compliance, and coordination requirements necessary to ensure effective workforce service delivery.

The proposed term of the Interlocal Agreement is July 1, 2026, through June 30, 2029, aligning with applicable program years and planning cycles. Approval of this Agreement is necessary to support continued Board certification, receipt and administration of workforce funds, and ongoing compliance with state and federal workforce governance requirements.

FISCAL IMPACT
There is no fiscal impact associated with approval of this agreement.

BOARD ACTION REQUEST
Approve the Interlocal Agreement between Polk County and the Polk County Workforce Development Board, Inc. (d/b/a CareerSource Polk) for the period of July 1, 2026, through June 30, 2029.

ATTACHMENTS:

- Signed Interlocal Agreement Between Polk County and the Polk County Workforce Development Board, Inc.
- County Statutory Required Terms Exhibit A
- Signed Affidavit Regarding the Use of Coercion for Labor or Services

info@careersourcepolk.com
600 N Broadway Ave., Suite B | Bartow, FL 33830
p: 863.508.1600 | f: 863.508.1601

Agenda Item R.34. 4/21/2026

SUBJECT

SET HEARING to consider adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (IT Headquarters). (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

DESCRIPTION

On March 15, 2022, the Board adopted Ordinance No. 22-18 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Super Markets, Inc., related to the expansion of its IT headquarters in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for ten (10) years, from Tax Year 2025 through Tax Year 2034.

On May 6, 2025, upon the request of Publix Super Markets, Inc., the Board adopted Ordinance 2025-029 to delay the start date of the Exemption Period by one year. As a result, the amended Exemption Period, also reflected in an executed amendment to the Performance Agreement, is currently Tax Year 2026 through 2035.

Due to various delays, Publix Super Markets, Inc., has requested that the Ordinance and Performance Agreement be further amended to delay the start date of the Exemption Period by one (1) additional year, to commence in Tax Year 2027 and run through Tax Year 2036. A public hearing is required to consider adoption of an ordinance further amending Ordinance 22-018 and the related Performance Agreement.

RECOMMENDATION

Set a public hearing on May 5, 2026 at 9:00 A.M. for purposes of considering adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (IT Headquarters) and amending the related performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

Polk County

Board of County Commissioners

Agenda Item R.35. 4/21/2026

SUBJECT

SET HEARING to consider adoption of an ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC. (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

DESCRIPTION

On January 19, 2021, the Board adopted Ordinance No. 21-006 establishing an exemption from certain ad valorem taxation for an expanding business, Agro-Iron, LLC, in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for seven (7) years, from Tax Year 2026 through Tax Year 2032.

Due to unforeseen delays caused by significant change in Florida's citrus industry, Agro-Iron, LLC has requested that its Exemption Period be delayed by two (2) years, to commence in Tax Year 2028 and run through Tax Year 2034. A public hearing is required to consider adoption of an ordinance amending Ordinance 21-006 and the related Performance Agreement.

RECOMMENDATION

Set a public hearing on May 5, 2026 at 9:00 A.M. for purposes of considering adoption of an ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC. and amending the related performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

Polk County

Board of County Commissioners

Agenda Item R.36. 4/21/2026

SUBJECT

SET HEARING to consider adoption of an ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc. (Suggested hearing date is May 5, 2026 at 9:00 a.m.).

DESCRIPTION

On March 5, 2024, the Board adopted Ordinance No. 2024-015 establishing an exemption from certain ad valorem taxation for a new business, D.R. Horton, Inc., in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for eight (8) years, from Tax Year 2025 through Tax Year 2032.

On May 6, 2025, upon the request of D.R. Horton, Inc. and pursuant to Resolution 2022-128, the Board adopted Resolution 2025-049 to delay the start date of the Exemption Period by one year. As a result, the amended Exemption Period, also reflected in an executed amendment to the Performance Agreement, is currently Tax Year 2026 through 2033.

Due to continuing unforeseen construction delays, D.R. Horton has requested that its Exemption Period be further delayed by one (1) additional year, to commence in Tax Year 2027 and run through Tax Year 2034. A public hearing is required to consider adoption of an ordinance further amending Ordinance 2024-015 and the related Performance Agreement.

RECOMMENDATION

Set a public hearing on May 5, 2026 at 9:00 A.M. for purposes of considering adoption of an ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc. and amending the related performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

Polk County

Board of County Commissioners

Agenda Item R.37. 4/21/2026

SUBJECT

Request Board adopt a Resolution approving the issuance by the Housing Finance Authority of its multifamily housing revenue bonds in the aggregate face amount not to exceed $27,800,000, to provide funds to finance a multifamily residential rental housing facility for persons or families of low and moderate income to be owned by Lakewood Terrace Preservation, LTD., or an affiliate thereof, located in Polk County, Florida.

DESCRIPTION

Lakewood Terrace Preservation, Ltd. (the "Borrower"), desires to finance a portion of costs of the rehabilitation of an approximately 132 unit multifamily rental housing facility for persons or families of low and moderate income, located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"), to be initially owned by the Borrower or an affiliate of the Borrower and has requested the Housing Finance Authority of Polk County, Florida (the "Authority") to issue its Multifamily Housing Revenue Bonds in one or more series (the "Bonds") to finance the rehabilitation of the Development by the Borrower.

The Board of County Commissioners of Polk County, Florida (the "Board") previously approved the issuance of the Bonds pursuant to Resolution 2025-054 (the "Prior Bond Resolution"). Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), Resolution 2025-054 is only valid for one (1) year after the adoption thereof by the Board unless debt is issued.

The Prior Bond Resolution expires on May 20, 2026, and no debt has been issued by the Authority to finance the Development and therefore the Prior Bond Resolution will expire prior to the issuance of the Bonds. The Authority desires that the Board approve the issuance by the Authority of the Bonds in one or more series, in an aggregate face amount of not to exceed $27,800,000, to finance a portion of the costs of the acquisition and rehabilitation of the Development for purposes of the Code.

RECOMMENDATION

Recommend Board approval of the Resolution.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679

RESOLUTION NO. 2026-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA OF ITS MULTIFAMILY HOUSING REVENUE BONDS IN THE AGGREGATE FACE AMOUNT NOT TO EXCEED $27,800,000 TO PROVIDE FUNDS TO FINANCE A MULTIFAMILY RESIDENTIAL RENTAL HOUSING FACILITY FOR PERSONS OR FAMILIES OF LOW AND MODERATE INCOME TO BE OWNED BY LAKEWOOD TERRACE PRESERVATION, LTD. OR AN AFFILIATE THEREOF, LOCATED IN POLK COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lakewood Terrace Preservation, Ltd. (the "Borrower"), desires to finance a portion of costs of the rehabilitation of an approximately 132 unit multifamily rental housing facility for persons or families of low and moderate income, located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"), to be initially owned by the Borrower or an affiliate of the Borrower and has requested the Housing Finance Authority of Polk County, Florida (the "Authority") to issue its Multifamily Housing Revenue Bonds in one or more series (the "Bonds") to finance the rehabilitation of the Development by the Borrower; and

WHEREAS, the Board of County Commissioners of Polk County, Florida (the "Board") previously approved the issuance of the Bonds pursuant to Resolution 2025-054 (the "Prior Bond Resolution"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), Resolution 2025-054 is only valid for one (1) year after the adoption thereof by the Board unless debt is issued; and

WHEREAS, the Prior Bond Resolution expires on May 20, 2026, and no debt has been issued by the Authority to finance the Development and therefore the Prior Bond Resolution will expire prior to the issuance of the Bonds; and

WHEREAS, the Authority desires that the Board approve the issuance by the Authority of the Bonds in one or more series, in an aggregate face amount of not to exceed $27,800,000, to finance a portion of the costs of the acquisition and rehabilitation of the Development for purposes of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 1. **AUTHORITY.** This Resolution is adopted pursuant to the laws of

the State of Florida, including, in particular, Section 125.01 and Part IV of Chapter 159, Florida Statutes, and other applicable provisions of law (the "Act").

SECTION 2. **FINDINGS.** The Board hereby finds, determines and declares as follows:

A. The Authority conducted a telephonic public hearing inviting comments and discussion concerning the issuance of the Bonds to finance the Development and the nature and location of the Development on March 26, 2026, notice of which hearing was published in The Ledger which is published in Polk County, Florida on March 18, 2026 (a copy of said notice and the Affidavit of Publication are attached hereto as **Exhibit A** and incorporated herein). No members of the public participated and requested to be heard at such public hearing. A copy of the minutes of the meeting are attached hereto as **Exhibit B**.

B. The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power of the Authority, Polk County, Florida, or of the State of Florida or of any other political subdivision thereof, but shall be limited obligations of the Authority payable solely from the revenues and proceeds to be derived by the Authority under the financing agreements entered into in connection with the issuance of the Bonds and other security provided in connection therewith.

SECTION 3. **APPROVAL.** For purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Authority in an aggregate face amount of not exceeding $27,800,000 to finance the Development. Such approval by the Board does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Borrower or the Development.

The authorization provided herein and any approval by the Board of the issuance of the Bonds to finance the Development pursuant thereto shall be solely for purposes of complying with Section 147(f) of the Code and approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower, or the financial viability of the Development, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Development, and the Board shall not be construed by reason of its adoption of this Resolution or any approval by the Chairman of the Board pursuant hereto, to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval on behalf of the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds, the acquisition and rehabilitation of the Development, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 4. **REPEALING CLAUSE.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 5. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 21st day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

(SEAL)

By: _____
Martha Santiago, Ed. D., Chair

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

[SIGNATURE PAGE | TEFRA RESOLUTION]

EXHIBIT A

Notice of Public Hearing and Affidavit of Publication

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rhonda Bond-Collins
Rhonda Bond-Collins
255 S. Orange Ave., Suite 1350
Orlando FL 32801

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

LKL The Ledger - News Chief 03/18/2026
LKL theledger.com 03/18/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/18/2026

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	$528.90	
Tax Amount:	$0.00	
Payment Cost:	$528.90	
Order No:	12167678	# of Copies:
Customer No:	536357	1
PO #:	Lakewood Terrace Pre	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA MULTIFAMILY HOUSING REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED $27,800,000

NOTICE IS HEREBY GIVEN, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, of a public hearing by the Housing Finance Authority of Polk County, Florida (the "Authority") to be held on March 26, 2026, at 10:00 a.m., or as soon thereafter as possible. The public hearing will be held via the following toll-free telephone conference line in lieu of physical presence at the public hearing.

TELEPHONE CONFERENCE INSTRUCTIONS:
DIAL IN NUMBER: (656) 707-8122
PARTICIPATION CODE: 655392#

The purpose of the public hearing is to receive comments and hear discussion concerning the proposed issuance by the Housing Finance Authority of Polk County, Florida of its Multifamily Housing Revenue Bonds, in one or more series, in the aggregate face amount of not to exceed $27,800,000 (the "Bonds"). The proceeds of the Bonds will be loaned to Lakewood Terrace Preservation, Ltd., or its permitted successors and assigns, and used to finance the acquisition and rehabilitation of an approximately 132 unit multifamily rental housing facility to be occupied by persons of low and moderate income, known as Lakewood Terrace Apartments and located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"). The Development will initially be owned and operated by Lakewood Terrace Preservation, Ltd., a Florida limited partnership.

All interested persons are invited to attend said hearing and, either personally or through their representatives, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the purposes described in the preceding paragraph and the nature and location of the Development. Written comments may be submitted to the Authority at the office of Peterson & Myers, P.A., 113 Sales Avenue SW, 4th Floor, Winter Haven, Florida 33880 Attention: David G. Fisher, Esq. Should any person decide to appeal any decision made by the Authority at this hearing, or by the Board of County Commissioners of Polk County, Florida ("Polk County") with respect to the approval of the issuance of the Bonds for the purposes described in the preceding paragraph, he or she will need a record of the proceedings, and he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Comments made at the hearing are for the consideration of the Authority or Polk County and will not bind the Authority or Polk County to any action it may take.

In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing a special accommodation to participate in this proceeding should contact the Housing Finance Authority of Polk County, Florida at (863) 676-7811 at least 48 hours in advance of the public hearing excluding Saturday and Sunday.

All interested persons are invited to present their comments on the date and time set forth above.
HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA
12167678 3/18/26

EXHIBIT B

Meeting Minutes

MINUTES OF MARCH 26, 2026 PUBLIC HEARING OF THE HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA

Pursuant to notice published in the Lakeland Ledger on March 18, 2026, a public hearing of the Housing Finance Authority of Polk County, Florida (the "Authority") was held on Thursday, March 26, 2026, telephonically using the dial-in number of 1-866-707-6122 and a participation code of 6553927.

David Fisher presided over the hearing.

The hearing was attended by the following persons:

David Fisher, attorney with Peterson & Myers, P.A., Counsel for the Authority

Rhonda D. Bond-Collins and David M. Rothman, Bryant Miller Olive P.A. – Bond counsel

The telephone line was opened at 10:00 a.m. and the meeting was called to order at 10:03 a.m.

During the meeting, the following occurred:

1. Mr. Fisher opened the public hearing and conducted the TEFRA hearing.

2. Mr. Fisher solicited public comment. No members of the public attended the meeting other than the persons referred to above.

3. There being no public comment, Mr. Fisher closed the public hearing at 10:08 a.m.

David G. Fisher, Counsel for the Authority

Agenda Item R.38. 4/21/2026

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for Ricky O. Johnsey (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded in 2013 imposing a lien in the amount of $4,160 against property owned by Ricky O. Johnsey in Polk County. The lien has expired according to its terms effective January 25, 2020, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chair to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 8931, Pages 1039 - 1041, of the Public Records of Polk County, Florida, its Claim of Lien-Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 13, Overlook Ridge, as per plat thereof, recorded in Plat Book 153, Page 1-3, of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of $4,160.00 for mitigated impact fees became a lien against the property owned by Ricky O. Johnsey, and

WHEREAS, the lien requires payment in full in the amount of $4,160.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of January 25, 2013, to any person(s) who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Records Book 8931, Pages 1039 - 1041, of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

(Seal)

POLK COUNTY, a political subdivision of Florida

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

Date: _____