Polk County Board of County Commissioners

Meeting Agenda - Final-revised

February 03, 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

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 January 20, 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 AC Schultes of Florida, Inc for the Northeast Regional Utilities Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Supply Well project ($1,801,563.00 one-time expense)

G.2. Approve Construction Contract with Stokes Marine, Inc for the Crystal Lake Park boardwalk project ($649,152.28 one-time expense).

G.3. Approve Consultant Services Authorization (CSA) No. 22-084-04 with Consor North America, Inc. (Consultant) to provide professional engineering services in connection to the design of the Avon Park Cutoff Rd Bridge No. 164312 Replacement Project and preparation of construction documents, utility coordination, permitting, and post-design services for a not-exceed cost of $345,036.41 (one-time expense).

G.4. Approve Land Purchase Agreement between Wynona Serenceses and Polk County for the construction of a new government center and CIP amendment and budget transfer. ($5,525,000 one-time expense - $569,500 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. Reappoint Skip Alford as Member (Seat 9) of the Polk County Industrial Development Authority, for the three-year term, February 6, 2026, through February 5, 2029.

K.2. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

M.1. Appoint Lita Epstein to the Tohopekaliga Water Authority (TWA) Board of Supervisors for the remainder of a vacated term ending September 30, 2028.

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

* County Attorney opening comments

O. PUBLIC HEARINGS

O.1. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Six Traffic Calming Devices (Speed Humps) on Hancock Road, Near Kathleen. (Estimated $30,000.00 one-time expense)

O.2. Public Hearing to Consider Adoption of a Resolution to vacate a portion of deeded, right-of-way for Johnson Road, Auburndale, Florida and request Board accept a Drainage Easement from Barbara Jean Monday. (No fiscal impact)

O.3. Public Hearing to Consider Adoption of a Resolution to vacate a portion of a platted public drainage/retention easement as shown on the plat of Country Class Estates Phase Two, Lakeland, Florida. (No fiscal impact)

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

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2234.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.2. SET HEARING: (LDCPAS-2025-32 Kathleen and Duff NAC Expansion CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) on ±1.13. The suggested adoption hearing date is February 17, 2026, at 9:15 a.m.

R.3. SET HEARING: (LDCPAS-2025-34 CR 546 Map Correction CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Agricultural/Residential Rural (A/RR) to Residential Suburban on ±9.7 acres to correct an error in the Future Land Use Map in the Rural Development Area (RDA). The suggested adoption hearing date is February 17, 2026, at 9:15 a.m.

R.4. SET HEARING: (LDCU-2025-29/DeNovo - Mammoth Grove Mine CU). This is a request appealing the decision of the Planning Commission to deny a Conditional Use for a Non-Phosphate Mining Borrow Pit. The suggested hearing date is March 17, 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.5. Approve Community Development Block Grant (CDBG) subrecipient agreement Amendment 1 between Polk County and the City of Winter Haven. ($575,423.74 one-time expense).

R.6. Approve Community Development Block Grant (CDBG) Public Facilities subrecipient agreement between Polk County and Heart For Winter Haven. ($200,000.00 one-time expense).

R.7. Approve Community Development Block Grant (CDBG) Amendment 1 to the subrecipient agreement between Polk County and the City of Auburndale. ($179,152.54 one-time expense).

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.8. Declare surplus and authorize the public sale of County's interest in Parcel ID Number 273212-932575-001330. (Potential for $25,000 or greater, one-time revenue)

R.9. Accept Quit Claim Deed for additional right-of-way along Minute Maid Ramp Road 2 as requested through the Development Review Process. (No fiscal impact)

R.10. Accept Quit Claim Deed from H.R. Baxter & Sons Enterprises, Inc. for additional right-of-way for the intersection of CR 653 and Old Bartow/Lake Wales Road. (No fiscal impact)

R.11. Approve Agreement between Steven and Melanie Testasecca and Polk County for a utility easement in conjunction with proposed upgrades to Lift Station 31. Also authorize a Release of Easement in conjunction with Agreement. (No fiscal impact)

R.12. Accept Special Warranty Deed from BB Wetlands, LLC for property being donated for wetland preservation and storm water protection. (No fiscal impact)

R.13. Accept Corrective Polk County Utilities Easement in conjunction with proposed development along Schoolhouse Road as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.14. Approve Consultant Services Authorization (CSA) No. 22-094-06 with Patel, Greene & Associates, LLC., (Consultant) for engineering services for the design of the replacement for the traffic signal at Avenue G and 42nd St. ($176,782.41)

R.15. Approve Modification No. 6 to Consultant Services Authorization (CSA) 2017-058-03 with RK&K, LLP for the Fort Fraser Trail Extension Project. ($9,996.00 one-time expense)

R.16. Approve a Reimbursement Agreement with Frontier Communications to pay for the costs of Construction Inspection staff. (No fiscal impact)

R. UTILITIES

R.17. Approve Amendment No. 3 to Agreement 2022-021 with Stantec Consulting Services, Inc. for a five-year term renewal period. (estimated $48,000 recurring annual expenses)

R.18. Approve selection committee's recommendation to authorize staff to negotiate agreements with PCL Civil Constructors, Inc. and Vogel Bros. Building Co.to provide Construction Manager at Risk (CMAR) services for the Northwest and Southwest Regional Wastewater Treatment Facility Improvements Projects. (No fiscal impact)

R. SOLID WASTE

R.19. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Xtreme Equipment, Inc. (No Fiscal Impact)

R.20. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by C&C Land Service and Cleaning, LLC. (No Fiscal Impact)

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R.21. Approve the Polk County Property Appraiser's request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget and a transfer from the General Fund Reserve for Budget Stabilization for the purchase of aerial photography technology. ($250,000 one-time transfer)

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R.22. Approve a transfer from the General Fund Reserve for Budget Stabilization to the Supervisor of Elections' operating budget for the cost of a space needs study. ($50,000 one-time transfer)

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.23. Authorize the County Attorney's Office or outside counsel to stipulate to a final judgment for Parcels 108, 109, 110/725 and 112 in the case of Polk County v. Sean Daniel Freeman, et al, an eminent domain lawsuit filed to acquire needed rights-of-way for the County Road 557 Project. ($852,331 one-time expense)

R.24. Approve and Authorize the Chair to Execute Letter of Agreement to the Attorney General for Heartland Crime Stoppers

R.25. Approve a Resolution designating an area of property generally known as River Ranch North as an Unrecorded subdivision pursuant to County Ordinance 2024-065.

R.26. Release of Lien related to an Affordable Housing Impact Fee Waiver for Dexter Graham (No fiscal impact).

R.27. Approve Settlement Agreement with Florida PACE Funding Agency.

R.28. Adopt resolution Repealing and Restating Resolution No. 2025-064, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

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.

- Tuesday, February 3, 2026 – 6:00 p.m. – Sidewalk Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, February 4, 2026 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

- Wednesday, February 4, 2026 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

- Thursday, February 5, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, February 5, 2026 – 12:00 p.m. – Lake Wales Youth Leadership Luncheon will be held in Room 413, Fourth Floor, County Administration Building.

- Friday, February 6, 2026 – 11:00 a.m. – Tourism & Sports Marketing TID Feasibility Meeting will be held at the Lake Myrtle Sports Complex, 2701 Lake Myrtle Park Road, Auburndale.

- Tuesday, February 10, 2026 – 1:00 p.m. – Interviews for RFP 26-054 Architectural & Engineering Services for Polk County Fire Rescue Administration will convene in Procurement Conference Room 150, First Floor, County Administration Building.

- Wednesday, February 11, 2026 – 8:30 a.m. – Citrus Connection Board meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, February 11, 2026 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, February 11, 2026 – 3:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the Ariana Civic Center, 2220 Lake Ariana Boulevard, Auburndale.

- Wednesday, February 11, 2026 – 4:00 p.m. – Central Florida Development Council (CFDC) Investor Meeting will be held at the Ariana Civic Center, 2220 Lake Ariana Boulevard, Auburndale.

- Thursday, February 12, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, February 12, 2026 – 9:00 a.m. – Transportation Planning Organization (TPO) Board meeting will be held in the County Commission Boardroom.

• Friday, February 13, 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.

• Thursday, February 16, 2026 – 1:00 p.m. – 2nd Selection Committee Meeting for RFP 26-055 CMAR Smith Lane Joint-Use Fire Rescue Station will convene in Procurement Conference Room 150, First Floor, County Administration Building.

• Thursday, February 16, 2026 – 1:30 p.m. – 3rd Selection Committee Meeting for RFP 26-055 CMAR Smith Lane Joint-Use Fire Rescue Station will convene in Procurement Conference Room 150, First Floor, County Administration Building.

Agenda Item C.1. 2/3/2026

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

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	**04384**	**thru**	**04406**
In the Amount of	**$31,546.75**		
# of Direct Deposits	**2981**		
In the Amount of	**$4,659,789.63**		
Dated	**January 23, 2026**		
Wire and Electronic Fund Transfers	**$37,161,645.95**		
Dated	**January 20, 2026**	**thru**	**February 2, 2026**
Invoice Checks Numbered	**498169**	**thru**	**499016**
Totaling	**$14,624,001.90**		
Dated	**January 20, 2026**	**thru**	**February 2, 2026**

Request approval of minutes of Regular Board Meeting Held on January 20, 2026

Agenda Item C.2. 2/3/2026

SUBJECT

Minutes of Regular Board meeting held on January 20, 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

erinvalle@polk-county.net

Polk County Board of County Commissioners

Meeting Minutes - Draft

January 20, 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

A.1. Employee Recognition

Minutes: The Board recognized Dave Pooran with Information Technology, Frank Wargo, Jr., with Information Technology and Bobby Bohn with Fire Rescue for their years of service with the county.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

Items.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

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

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

D.1. Disbursements.

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

D.2. Minutes of Regular Board meeting held on January 6, 2026.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Request Board Approve Amendment 3 with Kimley-Horn and Associates, for Agreement 2022-041, Thompson Nursery Road extension. ($4,119,689.30 one-time expense)

Minutes: County Manager Bill Beasley discussed Amendment 3 with Kimley-Horn and Associates, for the Thompson Nursery Road extension. He recommended approval.

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

G.2. Approve Construction Contract with Timmons Contracting Inc. for the Rock Ridge Rd Bridge Replacement project ($2,229,446.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Timmons Contracting Inc., for the Rock Ridge Road bridge replacement project. He recommended approval.

Upon question, Roads and Drainage Director Jay Jarvis stated that this is not the intended traffic detour map. He said because of the potential truck traffic on the roadway they would detour down Moore Road to Old Polk City Road and then back over to Marcum Road to come back out to 98. He said the local traffic will probably use the Tom Costine detour.

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

G.3. Approve Construction Contract with Legacy Sports Construction LLC for the Poinciana Park artificial turf fields project ($2,843,863.97 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Legacy Sports Construction LLC, for the Poinciana Park artificial turf fields project. He recommended approval.

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

G.4. Approve Construction Contract with Legacy Sports Construction LLC for the Hunt Fountain Park artificial turf fields project ($2,510,707.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Legacy Sports Construction LLC, for the Hunt Fountain Park artificial turf fields project. He recommended approval.

Upon question, Mr. Beasley said both parks will be completed concurrently. He said the start date is typically 30 days from the Board's 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 had no comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago had no comments.

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 public hearings and swore in those who plan to speak.

N.1. Public Hearing (LDCU-2025-21 Stericycle Reconstruction) (Adoption Hearing) to consider a request to approve a Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the conditional use request for an expansion of a non-conforming Solid Waste Management Facility to include a new operations building and additional parcels. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

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

N.2. Public Hearing (LDCPAS-2025-30 Lake Gibson Estates CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on 2.55 acres +/- parcel from Residential Low (RL) to Residential Medium (RM) in the Urban Growth Area (UGA) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions part of a LDC Text Amendment (LDCT-2025-21) to Appendix E. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal presented this with case N. 3 (LDCT 2025-21). He reviewed the proposed map and text amendments for Lake Gibson Estates. He said that the applicant has agreed to provide clarification regarding the site plan. He said that the 16 units will include no more than eight duplex buildings and no structure will be higher than two stories. He said that the Planning Commission recommended approval.

Upon question, Mr. Ziskal said this is not a Level 2 engineered site plan. He said at this point, they have no indication that they would be asking for relief from the setbacks. He said during the Level 2 they will comply with the code.

Sarah Case, applicant, said she is available for questions. She said they have agreed to limit 16 units, eight buildings, and no more than two stories. She said that is part of the Land Development Code via this text amendment and they are not asking for any deviation from the RM land use district.

The Chair opened a public hearing; no one spoke.

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

N.3. Public Hearing (LDCT-2025-21 Lake Gibson Estates Text Amendment) (Adoption Hearing) to consider the adoption of a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105 for property subject to LDCPAS-2025-30 which is a land use change on 2.55 +/- acres from Residential Low (RL) to Residential Medium (RM). (No Fiscal Impact)

Minutes: This case was presented with the previous hearing.

Commissioner Troutman said it is important and she is thankful that the Land Development Division and the applicant worked together to give the assurances that the community has expressed.

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

N.4. Public Hearing (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text Amendment) (Adoption Hearing) to amend Chapter 2, Section 224 and Table 2.4, to change the method of distance measurement, reduce distance separations for different types of alcohol licenses from religious institutions and schools, and adjust Sunday hours of operation. (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment changing the method of distance measurement, reducing distance separations for different types of alcohol licenses from religious institutions and schools, and adjusting Sunday hours of operation. He recommended approval.

The Chair opened a public hearing; no one spoke.

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

N.5. Public Hearing (LDCT-2025-24 Powerline Landscape Buffers LDC Text Amendment) (Adoption Hearing) to modify landscaping requirements to include a Utility Buffer (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment regarding Powerline Landscape Buffers. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

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

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCDD-2025-2 Gardener Trails CDD) (Adoption Hearing) to consider the adoption of an applicant-initiated ordinance to establish a new Community Development District (CDD) in the unincorporated area of Polk County.

Minutes: Erik Peterson, Land Development, showed slides and reviewed the proposed request for the Gardner Trails Community Development District. He said the request is for approximately 427 units surrounded by the Poinciana Development of Regional Impact. He said the Planning Commission and the Board approved a Planned Development for this. He said that it has met all the requirements and he recommended approval.

The Chair opened a public hearing.

Chris Loy, applicant, said he is available for questions.

The Chair closed the public hearing.

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

O.2. Public Hearing (LDCPAL-2025-9 ECX CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan text amendment to Policy

2.131-RA4. F. 3. (h) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to LDCT-2025-20 which is a companion Land Development Code text amendment. (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, showed slides and reviewed the proposed text amendment amending the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. She said that staff recommends approval.

Upon question, Ms. Bennett confirmed that if they took ECX5 a little over 25 acres and you had a project that was going to be only nine acres of that, 25 acres would not have to come for the Level 4.

Commissioner Scott said that is why he does not like that language. He said you could take ECX5 and split it up three different ways and all of it would go under Level 3.

Ms. Bennett responded and stated that is if the Employment Center has reached the 30% maximum.

The Chair opened a public hearing.

Shelton Rice, applicant, responded to Commissioner Scott's concerns. He said if you changed it from parcels to districts you could not have a piecemeal manipulation of this to keep it at a Level 3. He stated that was not the intent here. He said the intent is that significant changes would come as a Level 4 and the smaller changes smaller in size could proceed without that. He proposed that it would be districts instead of parcels. He requested approval.

Ms. Bennett responded to questions. She recommended the language in green instead of saying four parcels say four ECX districts less than ten acres. She said one of the ways they have separated districts is 1 and 2 has Banana Creek through the middle of it. She said they separate it by US 98 and by collector roads because it separates those districts. She said it would not have to come back before the Board to separate the districts. She stated the first ECX district has the car dealership, the gas station and the residential community. She said they consider the car dealership as employment because it has a significant employment base with high salaries. She said the one south of Banana Creek has several different uses.

Commissioner Scott said his concern is ECX4 is off the highway by a significant distance and even though it is a small parcel it could be an adverse impact. He said why don't we just do a Level 4 on these and exempt ECX6 from it. He said to look at how impacts can be to communities that are not on the highway.

Ms. Bennett responded and said ECX3 and 4 are both at intersections which is what the Comprehensive Plan sets out where commercial is supposed to go based on Activity Centers; she said they are quite small.

Commissioner Scott said every intersection is different. He said those in the community should have the best say for their community. He asked if we could do ECX6 separate

and everything else be a Level 4.

Ms. Bennett said she struggles with that because we might get a request that ECX3 and 4 come to the Board for an exemption. She said the language proposed is consistent amongst all ECXs.

Commissioner Troutman said this is the second if not third time and she is frustrated that we had this discussion and we came to another meeting which brought us here. She stated there has been discussion prior to this and now here we are at the meeting asking for another change. She said this is not fair to staff or the applicant because it seems we move the ball only to say to move the ball here now. She said she would imagine it is very frustrating for staff and the applicant at this point.

Commissioner Scott said he was not asking for anything different, he was looking at if the applicant is asking for something different we can still work with them. He stands firm in a Level 4.

The Chair closed the public hearing.

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

O.3. Public Hearing (LDCT-2025-20 ECX LDC Text Amendment) (Adoption Hearing) a Land Development Code text amendment to Section 401.04.D.6(g) changing the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to a companion Comprehensive Plan text amendment LDCPAL-2025-9. (No Fiscal Impact)

Minutes: Commissioner Scott made a motion to exempt the 10 acres or less and leave it as a Level 4; motion dies for lack of a second.

Motion for approval and change where it says parcels less than 10 acres refer to the ECX district numbers as proposed by the applicant.

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

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

P.1. Comments.

Minutes: Becky Bywater said that Animal Control has been on the radar since February 2019. She said she is shocked on how many years these animals have suffered. She discussed the high kill rates, the number of newspaper articles and news

reports on Animal Control.

Kay Bourque showed slides on reforming Animal Control. She discussed infrastructure and the public's role for the shelter.

Debbie Hicks said she has listened to people getting more homes on land. She said when you increase the amount of units you have more pets on the lands. She said the Animal Control facility is ancient. She asked for an advisory committee. She said they want to keep the animals from going to Animal Control.

Kristin Ahlberg said she got a letter from Linda who has been writing the Board for help since 2021. She discussed a puppy that was adopted from the shelter that had to be euthanized because of a lung infection; she said it is from the landfill. She said we have not accomplished anything because of Commissioner Braswell and she said she will remind him of what he said. She said she has contacted news stations.

Jhoanna Mukai Allende discussed Animal Control. She said 100 animals are killed a week and there is something wrong. She asked how can we find balance. She asked for the Commissioners to advocate for them.

Taren Wadley discussed concerns with the fish in lakes and the water quality.

Onalda Maslin said she stopped at the shelter to look for a cat or a doxie. She said she found a sick cat at the shelter. She discussed concerns with the shelter not having heat. She said she cannot get it out of her head all of the animals that are cold and suffering. She said we can change this.

James Abercrombie said he did not get to finish what he had to say at the last meeting. He said Bart Allen took over the meeting. He said he is on the committee for the Comprehensive Plan that makes the rules and he stated it sounds like a conflict of interest. He said the attorneys are running this place.

Meeting adjourned at 10:27 a.m.

Agenda Item D.1. 2/3/2026

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

erinvalle@polk-county.net

Agenda Item G.1. 2/3/2026

SUBJECT

Approve Construction Contract with AC Schultes of Florida, Inc for the Northeast Regional Utilities Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Supply Well project ($1,801,563.00 one-time expense)

DESCRIPTION

The Polk County Utilities Division requested Procurement solicit bids from qualified contractors to construct an upper Floridan aquifer supplemental supply well at the future site of the NERUSA AWS receiving facility located 0.4 miles east of Holly Hill Road in Davenport, FL.

Bid 26-030, NERUSA AWS Receiving Facility UFA Supply Well was issued, and a single contractor submitted a bid.

Company	Location	Total
A.C. Schultes of Florida, Inc.	Gibsonton, FL	$ 1,715,775.00

A recommendation of award was issued to A.C. Schultes of Florida, Inc. and no protests were received. In accordance with Resolution No. 13-066, $85,788.00 was added to the contract for allowance work for a total contract amount of $1,801,563.00. The contract time for this project is 240 days for final completion. Allowance time for the project is 36 days.

RECOMMENDATION

Request Board approve construction contract with A.C. Schultes of Florida, Inc. for the NERUSA AWS receiving facility Supply well project in the amount of $1,801,563.00.

FISCAL IMPACT

Operating funds are budgeted and available in Utilities 5-year CIP project budget.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
863.534.6706
bradhoward@polk-county.net

Agenda Item G.2. 2/3/2026

SUBJECT

Approve Construction Contract with Stokes Marine, Inc for the Crystal Lake Park boardwalk project ($649,152.28 one-time expense).

DESCRIPTION

The Crystal Lake Park boardwalk is a 600-foot wooden boardwalk that overlooks a section of Crystal Lake. The structure, which is over 25 years old, is currently closed as it has been deemed unsafe to walk on due to its age and associated decomposition of the wood.

In 2023, the Board approved an agreement with Madrid Engineering Group to provide construction plans and bid documents for the reconstruction. In 2025, Polk County Parks and Natural Resources Division requested Procurement solicit bids from qualified contractors for the demolition and reconstruction of the existing boardwalk at Crystal Lake Park.

Funding for the engineering services and construction is provided by a Community Development Block Grant (CDBG) and is included in the approved CDBG workplan and Parks CIP.

Bid 25-666, Crystal Lake Park Boardwalk was issued and two contractors submitted bids.

Company	Location	Total
Stokes Marine, Inc.	Fort Myers, FL	$618,240.28
Williams Construction Company, LLC	Winter Haven, FL	$960,000.00

A recommendation of award was issued to Stokes Marine, Inc. and no protests were received. In accordance with Resolution No. 13-066, $30,912.00 was added to the contract for allowance work for a total contract amount of $649,152.28. The contract time for this project is 150 days for final completion. Allowance time for the project is 22 days.

RECOMMENDATION

Request Board approve construction contract with Stokes Marine, Inc. for the Crystal Lake Park Boardwalk project.

FISCAL IMPACT

Funds are budgeted and available within the 5-year Parks and Natural Resources CIP within the Special Revenue Grant CDBG Grant fund.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
863.534.6706
bradhoward@polk-county.net

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

CRYSTAL LAKE PARK BOARDWALK

BID FILE NO: 25-666
County Project: 3500066

ISSUE DATE: September 5, 2025

PROCUREMENT DIVISION

330 W CHURCH ST, RM 150

DRAWER AS05, P.O. BOX 9005

BARTOW, FLORIDA 33830/33831-9005

Website: www.polk-county.net

Procurement Analyst:

E-Mail: Bradhoward@polk-county.net

Main Number: (863) 534-6757

Fax: (863) 534-6789

BID REGISTRATION

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

Bid Number and Title: 25-666, Crystal Lake Park Boardwalk

Description: Furnish all labor, materials, supervision, permitting, overhead and profit necessary for demolition of the existing boardwalk and construction of a new boardwalk at Crystal Lake Park in accordance with plan sheets and project manual outlined in the bid documents.

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

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

Special Instructions: A **MANDATORY** pre-bid will be held on Wednesday, September 17, 2025, at 9:00 a.m. in the Procurement Conference Room 150 in the Polk County Administration Building located at 330 W. Church St, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow at Crystal Lake Park, located at 2500 North Crystal Lake Drive, Lakeland, FL 33801. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

To obtain a copy of the Construction Plans, HUD Special Conditions, and Wage Determination, 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 25-666 Crystal Lake Boardwalk.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net**.**

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

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

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-Mail: _____

Table of Contents

CRYSTAL LAKE PARK BOARDWALK 1
BID REGISTRATION 2
PART A – BIDDING REQUIREMENTS 9
INVITATION FOR BID 9
INSTRUCTION TO BIDDERS 9
PART B – CONDITIONS OF CONTRACT 22
GENERAL CONDITIONS 22
ARTICLE 1 – CONTRACT DOCUMENTS 22
ARTICLE 2 – DEFINITIONS 22
ARTICLE 3 – PRELIMINARY MATTERS 25
3.1 Delivery of Bonds 25
3.2 Copies of Documents 25
3.3 Commencement of Contract Time; Notice to Proceed 25
3.4 Starting the Work 25
3.5 Before Starting Construction 25
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE 27
4.1 Precedence 27
4.2 Conflicts 28
4.3 Amending 28
ARTICLE 5 – PROJECT CONDITIONS 29
5.1 Availability of Lands 29
5.2 Subsurface and Physical Conditions 29
5.3 Limited Reliance by Contractor Authorized Technical Data 29
5.4 Unknown or Concealed Conditions 30
5.5 Physical Conditions – Underground Facilities 30
5.6 Reference Points 31
5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material 32
Article 6 - BONDS, INSURANCE, INDEMNIFICATION 33
6.1 Public Construction Bond and Other Bonds 33
6.2 Certificates of Insurance 33

6.3 Contractor's Liability Insurance 34
6.4 Receipt and Application of Insurance Proceeds 36
6.5 Indemnification 36
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 37
7.1 Supervision and Superintendence 37
7.2 Labor, Material and Equipment 38
7.3 Substitute Material or Equipment 38
7.4 Concerning Subcontractors 39
7.5 Patent Fees and Royalties 40
7.6 Permits 40
7.7 Laws and Regulations 40
7.8 Taxes 40
7.9 Use of Premises 40
7.10 Record Documents 41
7.11 Safety and Protection 41
7.12 Drug Free Work Place Policy 43
7.13 Emergencies 44
7.14 Submittals and Samples 44
7.15 Cleaning Up 45
ARTICLE 8 – OTHER WORK 46
ARTICLE 9 – COUNTY'S RESPONSIBILITIES 46
ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION 46
10.1 County's Representative 46
10.2 Visits to the Site 47
10.3 Clarifications and Interpretations 47
10.4 Rejecting Defective Work 47
10.5 Resident Engineer or Architect 47
10.6 Decisions on Disagreements 47
10.7 Limitation on Professional's Responsibilities 48
ARTICLE 11 – CHANGES IN THE WORK 48
11.1 Changes 48
ARTICLE 12 – CHANGE OF CONTRACT PRICE 49

12.1 The Contract Price 49
12.2 Cost of Work 50
12.3 Contractor's Mark-Up 51
ARTICLE 13 – CHANGE OF CONTRACT TIME 52
ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE) 53
ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK 53
15.1 Warranty and Guarantee 53
15.2 Tests and Inspections 54
15.3 Access to the Work 55
15.4 Uncovering the Work 55
15.5 Stop Work 55
15.6 Correction or Removal of Defective Work 56
15.7 Acceptance of Defective Work 56
15.8 Neglected Work by Contractor 56
ARTICLE 16 – PAYMENT AND COMPLETION 57
16.2 Application for Progress Payment 57
16.3 Contractor's Warranty of Title 58
16.4 Approval of Payments 58
16.5 Substantial Completion 60
16.6 Beneficial Occupancy 61
16.7 Final Inspection 61
16.8 Final Application for Payment 62
16.9 Final Payment and Acceptance 62
16.10 Waiver of Claims 63
ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION 63
17.1 Suspension of Work 63
17.2 Termination for Cause 64
17.3 Termination for Convenience 65
ARTICLE 18 – DISPUTES 65
ARTICLE 19 – MISCELLANEOUS 66
ARTICLE 20 - Unauthorized Alien(s): 67
ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) 67

ARTICLE 23 – ALLOWANCES 68
23.1 Allowance Work 68
ARTICLE 24 – ANNUAL APPROPRIATIONS 69
ARTICLE 25 – PUBLIC RECORDS LAW 69
ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER 70
SUPPLEMENTARY CONDITIONS 72
Project Background 72
Project Location 72
Site Work: 74
SPECIAL CONDITIONS 88
PART D – **EXHIBITS** 94
EXHIBIT I: BID BOND 95
EXHIBIT II: PERFORMANCE BOND 97
EXHIBIT III: PAYMENT BOND 100
EXHIBIT IV: PAYMENT OF STORED MATERIALS 102
EXHIBIT V: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER 103
EXHIBIT VI: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR 104
EXHIBIT VII: AFFIDAVIT OF PERCENTAGE OF WORK 105
EXHIBIT VII-A: SUBCONTRACTOR LIST 106
EXHIBIT VII-B: GOOD FAITH EFFORT DOCUMENTATION 107
EXHIBIT VIII: TRENCH SAFETY ACT COMPLIANCE 108
EXHIBIT IX: EQUAL EMPLOYMENT OPPORTUNITY 109
EXHIBIT X: DRUG-FREE WORKPLACE FORM 111
EXHIBIT XI: SAFETY REQUIREMENTS/REGULATIONS FORM 112
EXHIBIT XII: APPLICATION FOR PAYMENT 113
EXHIBIT XIII: CONTRACTOR CERTIFICATION OF DISBURSEMENT 114
EXHIBIT XIV: CERTIFICATE OF SUBSTANTIAL COMPLETION 116
EXHIBIT XV: CERTIFICATE OF FINAL COMPLETION 117
EXHIBIT XVI: MATERIALS AND EQUIPMENT STORED ON-SITE 118
EXHIBIT XVII: ALLOWANCE AUTHORIZATION RELEASE (AAR) 119
EXHIBIT XVIII: CHANGE ORDER 121
EXHIBT XIX: CERTIFICATE OF COMPLIANCE 122

EXHIBIT XX: CERTIFICATION IMMIGRATION LAWS 123
EXHIBIT XXI: STATEMENT OF NO BID 124
EXHIBIT XXII: SCRUTINIZED COMPANIES CERTIFICATION FORM 125
EXHIBIT XXIII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION 127
Exhibit XXIV Affidavit Regarding the Use of Coercion for Labor or Services 129
EXHIBIT XXV: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 130
EXHIBIT XXVI: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING 131
PART E –CONTRACT 132
PART F – TECHNICAL SPECIFICATIONS 136

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: Crystal Lake Park Boardwalk
BID NUMBER: 25-666 PUBLIC BOND & PERFORMANCE BOND IS REQUIRED
PRE-BID CONFERENCE: Wednesday, September 17, 2025, at 9:00 am in the Procurement Conference Room 150 in the Polk County Administration Building located at 330 W. Church St, Bartow, FL 33830.
BID DUE/DATE/TIME: Wednesday, October 1, 2025, PRIOR TO 2:00P.M.
DATE/TIME OF BID OPENING: Wednesday, October 1, 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, September 22, 2025 at 4:00 pm.

INSTRUCTION TO BIDDERS

1.0 Bids

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

1.2 The Bid Submittal must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their Bid Submittal, unless specified elsewhere in this Bid Package.

1.3 The following documents, collectively, comprise the “Bid Submittal” which, when tendered, on or before the Bid due date and time, must include:

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),

    - All information requested on pages 91-92.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a “must” item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
    - Exhibit II, Performance Bond
    - Exhibit III, Payment Bond
    - Exhibit IV, Payment of Stored Materials
    - Exhibit VI, Non-Collusion Affidavit of Subcontractor
    - Exhibit VII-A, Subcontractor List
    - Exhibit VII-B, Good Faith Effort Documentation
    - Exhibit VIII, Trench Safety Act Compliance
    - Exhibit IX, Equal Employment Opportunity
    - Exhibit X, Drug-Free Workplace Form
    - Exhibit XI, Safety Requirements/Regulations
    - Exhibit XX, Affidavit Certification Immigration Laws
    - Exhibit XXII, Scrutinized Companies Certification
    - Exhibit XXIII, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXIV, Affidavit Regarding the Use of Coercion for Labor or Services
    - Exhibit XXV: Certifications Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
    - Exhibit XXVI: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
    - Any items called for in the Supplementary Conditions

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the

site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at https://www.polk-county.net/business/procurement/ "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to Procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as

evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

8.0 Conflict of Interest

The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of their branches.

9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Bidder for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award will be cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Bid Receiving Date. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal or prior to award, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County.

Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

18.0 Florida Public Entity Crime Statute

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

19.0 Preference for Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality and service are received; preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more bids that are equal and also certifies as a drug free workplace, then the tie bid shall be broken as per the Polk County Procurement Procedures.

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested

during the bid analysis and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21.0 Women/Minority Business Enterprise Outreach (WMBE's)

The County hereby notifies all Bidders that W/MBE's are to be afforded a full opportunity to participate in any bid by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Bidders make good faith efforts to use qualified W/MBE subcontractors in preparing their bid. The W/MBE's must be identified as such on the subcontractors list. Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 for assistance. If a Bidder makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors.

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are

sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

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

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Prohibition Against Considering Vendor Interests

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

29.0 Local Preference *(omitted intentionally)*

30.0 Vendor Preference *(omitted intentionally)*

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	25-666
Bid Title	Crystal Lake Park Boardwalk
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

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email bradhoward@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 25-666 – Title of Document"

For Excel Bid Sheets "Bid 25-666 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 – DEFINITIONS

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein

2.1 The term **"Addendum"** or **"Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term **"Application for Payment"** means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8 The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term **"Contract"** means the Contract executed by the County and the Contractor.

2.10 The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term **"Contract Documents"** means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term **"Day"** may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday day shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term **"Drawings"** means the Drawings or plans listed in Part F.

2.17 The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term **"Field Order"** means a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term **"Free on Board"** (FOB) means the cost of the goods including the shipment to the job site.

2.20 The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount.

2.22 The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.23 The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.24 The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term **"Professional"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term **"Project Area"** means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term **"Project Manager"** means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.28 The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term **"Start Date"** means the date of commencement of the work.

2.30 The term **"Subcontractor"** means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1.1 When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2 Copies of Documents

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor**, one set of Contract Documents for execution of the work.

3.3 Commencement of Contract Time; Notice to Proceed

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4 Starting the Work

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

3.5 Before Starting Construction

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification

from the **Professional** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the County for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor, Project Manager, Procurement Representative, Professional** and others as

appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2. the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST**.

ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional**.

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated

in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.2 Conflicts

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional and Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Professional**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

4.3 Amending

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

4.4 Reuse of Documents

4.4.1 The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional.**

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.** Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County**. If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by **County** personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

5.2 Subsurface and Physical Conditions

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

5.3 Limited Reliance by Contractor Authorized Technical Data

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is

identified in the Supplemental Conditions. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County**, **Professional** or any of the **Professional's** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4 Unknown or Concealed Conditions

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional,** immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

5.5 Physical Conditions – Underground Facilities

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional.** The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County**. The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is respon**sible.**

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance

requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor**, Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2,000,000
Each Occurrence:	$1,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000
Contractual Liability	$1,000,000
Products	$_____

Completed Operations	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability $1,000,000

Combined Single Limit Each Accident

These policies will provide that:

1) The insurer(s) waive their rights of subrogation in favor of the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.
3) The **Contractor** shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida

P.O. Box 9005, Drawer AS05

Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional

Liability Insurance unless specially requested by the **County.** The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at any time during the project.

6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

6.4 Receipt and Application of Insurance Proceeds

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County.**

6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

6.5 Indemnification

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in

whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.2 Labor, Material and Equipment

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional**. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics

and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional.** The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the Contractor with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;
2) The comparative advantages and disadvantages; and
3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4 Concerning Subcontractors

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County**.

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount,

determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5 Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6 Permits

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County**, are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the Professional promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the Professional, the **Contractor** shall bear all related costs.

7.8 Taxes

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor**

shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work**.** The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10 Record Documents

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall turn over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

7.11 Safety and Protection

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County**.

7.11.1.4 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that

have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**.
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of

known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional.** All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12 Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property; Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13 Emergencies

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14 Submittals and Samples

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the

submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the Professional and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional**. A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional'**s attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the Professional's review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor.**

7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminates resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County**. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result

in withholding of any amounts due the **Contractor.** The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the Contractor will inspect and promptly report to the Professional in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional.**

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 15.

9.1.2 The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County's** representative during construction are set forth in these General Conditions.

10.2 Visits to the Site

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work

10.4.1 The **Professional h**as the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5 Resident Engineer or Architect

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

10.6 Decisions on Disagreements

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project Manager.** After receipt of the Professional's written opinion and all information requested from the **Contractor**, the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional.** Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If

the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.7 Limitation on Professional's Responsibilities

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor**, any **Subcontractors**, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

11.1.1 Without invalidating the **Contract**, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and submitted to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the Contractor. Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the County. If the Contractor fails to sign such Construction Change Directive, the Contractor may submit a claim in accordance with Articles 11, 12 and 13, but the Contractor shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **County** allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and

the **County** agree that the compensation payable to the Contractor for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The Contractor shall perform the work as directed in the Change Order.

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County**. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

12.2 Cost of Work

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.1.3 Rented Equipment (at actual rental rate)
12.2.1.4 Material
12.2.1.5 Supplies
12.2.1.6 Subcontractors' Costs

12.2.1.7 Bonds and Insurance
12.2.1.8 Contractor's Fee (per 12.3)
12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3 Contractor's Mark-Up

12.3.1 The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional.** When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional,** by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be

responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The Contractor's sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

14.3 The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee

15.1.1 The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in

accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County**, remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor**.

15.2 Tests and Inspections

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor,** the **Contractor** shall give the Professional timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Professional and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

15.3 Access to the Work

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work.

The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

15.4 Uncovering the Work

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional**, or if any work is covered contrary to the request of the **Project Manager**, the work shall, if requested by the **Professional** or the **Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

15.5 Stop Work

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.6 Correction or Removal of Defective Work

15.6.1 When directed by the **Professional**, the **Contractor** shall promptly, without cost to the **County** and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.7 Acceptance of Defective Work

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 16 – PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager.** Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional f**or review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract,

the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

16.4.1 The **Professional,** after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County,** or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

a) The Work has progressed to the point indicated;
b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor**.

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Professional** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

a) The Work is defective;
b) The Contract Price has been reduced by Change Order;
c) The **County** has been required to correct defective work or complete work in accordance with Article 15;
d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or
e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5 Substantial Completion

16.5.1 Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

16.5.3 Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional,** in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

16.5.4 Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage

withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

16.5.5 Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

16.6 Beneficial Occupancy

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional** and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County**, **Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County**, may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the **County** for liquidated damages or a dispute claim by the **Contractor** for additional compensation.

16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor**

shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County.**

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor.** The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the

Contractor that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional,** and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor t**o the **Professional** with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

16.10 Waiver of Claims

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor**

shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

17.2 Termination for Cause

17.2.1 Upon the occurrence of any one or more of the following events:

a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;
b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;
c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or
d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

17.3 Termination for Convenience

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the **Contract**. In such case, the **Contractor** shall be paid (without duplication of any items):

a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

ARTICLE 18 – DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate.

Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County.** The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be accepted from the final release.

ARTICLE 19 – MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County**, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

ARTICLE 20 - Unauthorized Alien(s):

20.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form “Affidavit Certification Immigration Laws.”

ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

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

*C. B*y entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all

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

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance should be evaluated during and after completion of the project.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than $100,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE 25 – PUBLIC RECORDS LAW

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

b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
   (1) keep and maintain public records required by the County to perform the services required under this Agreement;
   (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
   (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

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

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

SUPPLEMENTARY CONDITIONS

Project Background

Provide all labor, material, equipment, and supervision required to demolish the existing boardwalk and construct a new boardwalk in accordance with the project specifications and drawings outlined in this bid document.

Project Location

2500 North Crystal Lake Drive, Lakeland, FL 33801

Payment Bond and Performance Bond: I**s required**

Estimate of Construction cost is: $995,843

Funding

This project is Federally Funded through the State of Florida Department of Commerce Community Development Block Grant Program (CDBG) and must meet all requirements in “Attachment A – Construction Plans” found on the FTP Site. This project must also comply with the Davis Bacon Act information found in “Attachment B – HUD Special Conditions”, and “Attachment C – Updated Wage Determination” found on the FTP Site.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). Please refer to Attachment “B”, Section 3 for Contractors.

All requirements of the federal award are applicable to the Successful Contractor, subcontractor(s), and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

All awarded BIDDERS are required to comply with Federal Regulations set in place by the U.S. Department of Housing and Urban Development (HUD).

All projects exceeding $2,000.00 are subject to Davis Bacon rulings. Per mandate of the federal law, it must be ensured that all laborers working on Davis Bacon projects must be paid a fair and equitable wage as determined by the local prevailing wages. Said wages are determined by the most current wage decision for laborer classifications as found on SAM.gov and provided as an attachment to this bid package.

All projects exceeding $200,000.00 are subject to both Davis Bacon and Section 3 rulings. Section 3 regulations require that the following benchmarks are met:

- 25 percent of all labor hours must be performed by a Section 3 worker.
- 5 percent of all labor hours must be completed by a Targeted Section 3 worker.

Should there be an inability to meet the aforementioned benchmarks, documentation **must** be provided reporting the qualitative efforts made to meet the required benchmarks.

All Section 3 documentation **must** be completed and submitted to the Polk County Housing and Neighborhood Development office **prior** to work starting. Failure to do so will result in the project being halted until all required documentation is received.

Prior to bidding, please review the following documentation in its entirety; attached for your reference:

- U.S. Department of Housing and Urban Development (HUD) Special Conditions Packet
- SAM.gov Building Wage Decision

Go to the 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 25-666, Crystal Lake Boardwalk.zip**", select "Open" or "Save As" to download the CDBG documents. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Qualifications

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

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

Scope of Work

Provide all labor, material, permitting, and supervision to demolish the existing boardwalk located on Crystal Lake and construct the new boardwalk in accordance with project specifications and drawings outlined in this bid document.

Site Work:

The contractor shall protect the grounds from damage during the work and shall return any damaged areas to pre-existing condition at completion.

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process, General Conditions, Supplemental Conditions, or the Federal Supplemental Clauses of this solicitation are superseded by the County's Purchasing Policies and Procedures Manual General Conditions, Supplemental Conditions, and the Federal Supplemental Clauses contained herein.

Liquidated Damages

Liquidated damages of $200/day shall be assessed.

Calculation of Liquidated Damages

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

Should the contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

Should the Contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

If the Contractor materially defaults in the timely performance of any Contract obligation, including any subsequent Work Authorizations issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Public Construction Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor, (ii) set-off

the monetary amount of any and all damages arising there from, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG Grant funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Record Drawings

Contractor will be responsible for providing certified as-builts.

Basis of Award

Award will be made to the lowest responsive, and responsible Contractor meeting qualifications and specifications. All prices must be bid at a fair and reasonable price. The Procurement Director shall be the sole judge of what is fair and reasonable.

A price analysis will be completed by the Procurement and Parks & Natural Resources to determine fair and reasonable. If prices are not deemed to be fair and reasonable Procurement and Parks & Natural Resources must conduct a cost analysis with the low bid; OR if only one bid received a cost analysis must be performed. Contractor's profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase. (2 CFR, 200.323 Contract cost and price).

Bonding Requirements

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 Bonda 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) workdays thereafter substitute another bond and surety, both of which must be acceptable to the County.

Percentage of Work

The Prime Bidder must perform a minimum of 75% of the work.

Project Contingencies

This project does not have a contingency.

Acceptance:

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

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

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

Contractor's Responsibility

It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County. County will identify and coordinate materials holding and staging area with the Contractor. Contractor is responsible for securing all materials, tools, and equipment stored on site.

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

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

It shall be the Contractor's responsibility to secure the site including any safety measures necessary.

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

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

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

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

All work shall be done to the satisfaction and under the supervision of the Parks & Natural Resources Project Manager.

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

Workmanship: All workmen shall be certified in the trade and or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval in the field of the County Project Manager. The Contractor's representative or job supervisor shall always have a complete copy of the specifications on the job site.

The Contractor shall protect all adjacent work areas to ensure they are not damaged during the performance of the work. The Contractor shall restore/repair the area to its original condition. This requirement applies to all areas that are touched by the Contractor inclusive of adjacent surfaces.

Price shall include mobilizations for all work to be performed.

Abide by and enforce all OSHA requirements.

Contractor will be responsible for providing a final cleaning upon completion of the work.

Contractor is responsible for all costs, including but not limited to landfill fees, dumpsters, hauling, etc. for proper disposal of demolition materials and site cleanup.

Job site sign will not be allowed.

Loud music or offensive behavior is prohibited.

Report any unforeseen deficiencies to Parks & Natural Resources Project Manager immediately.

Cooperation of the Successful Contractor

No work shall be accepted without suitable supervision or inspections by the Parks & Natural Resources Project Manager.

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

General Control of Materials

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

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

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

Notice to Proceed

A conditional Notice to Proceed may be issued prior to commencement of work, for the purchase of long-lead equipment or materials and to complete CDBG Section 3 requirements. Upon receipt of conditional Notice to Proceed all materials required for construction shall be ordered.

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

Contract Period - 150 Calendar Days for Final Completion

Substantial Completion - 120 Calendar Days

Final Completion and Closeout - 30 Calendar Days from Substantial to Final Completion

Permits, Notifications and Fees:

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

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

Inspection Reports must be submitted to the County Project Manager with the Application for Payment.

Pre-Construction Conference

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

Progress Reporting

A bi-weekly on-site meeting will be held to report on project work completed, pay app review, project outlook, issues and/schedule concerns. The Contractor is responsible for preparing the report for each meeting to discuss.

Provisions for Convenience of Public

The successful contractor shall schedule their operations to minimize any inconvenience to adjacent businesses, residences and the motoring public.

Work Schedule:

Working Days/Hours: All work shall be performed between 7am to 5 pm, Monday – Friday. Work after hours and weekends must be approved by the County in advance. The Contractor is responsible to provide any and all required additional lighting and costs during work after hours.

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

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

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

Special Requirements

A conditional Notice to Proceed may be issued prior to commencement of work to complete the CDBG Section 3 requirements. This conditional Notice to Proceed can be issued allow Contractor time to complete requirements of HND for the CDBG Grant.

REQUIRED SUBMITTALS TO BUILDING OWNER

Required Close-Out Documentation (Contractor to Provide)

a. Certificate of Substantial Completion
b. Certificate of Final Completion
c. Certified As-Builts
d. Permitting Agencies' Approval Documentation
e. Contractor's 1 Year Workmanship Installation Warranty
f. Suppliers and subcontractor final lien releases
g. Consent of surety to final payment bond
h. Final inspections and Final Payment release
i. Final Change Order

j. Final Payment Application, marked “Final”

k. Final Permit Card

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received a Community Development Block Grant (CDBG) for the services to be provided under this agreement. 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 Vendor, and any resulting contracts between the prime Vendor 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.

Equal Employment Opportunity. (Only applicable to construction bids)

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.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (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 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.

Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5

(Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the US Department of Housing and Urban Development.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

"Compliance with the Copeland "Anti-Kickback" Act. (Applicable if subject to Davis-Bacon Act)

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the US Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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 State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, 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 US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, 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 US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "XXV")

(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.

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 "XXVI"). 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 Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, 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 Contractor agrees to provide the Florida Department of Commerce, Polk County, the US 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 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 US 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."

DHUD Seal, Logo, and Flags. The Contractor shall not use the DHUD seal(s), logos, crests, or reproductions of flags or likenesses of DHUD agency officials without specific US Department of Housing and Urban Development pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US 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, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

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.

Default and Remedy.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material

default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Federal Labor Standards Provision. HUD-4010, Wage Decision, Form (Attachment A)

WH-347 - Weekly Payroll, Section 3 Clause, HUD Assurance of Compliance form, Section 3 Business Concern Certification for Contracting form, Section 3 Worker and Targeted Section 3 Worker Self-Certification form, Non-Compliance: Qualitative Efforts form and Section 3 Policy Guide for Contractors attached as Appendix II, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

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.

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option, the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, ensuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director Approval.

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT Crystal Lake Park Boardwalk

Materials	(1) Amt. in Contract	(2) Sales Tax	(3) Net Amt. for Purchase

1) This is the amount to be deducted from contract by change order.
2) The amount of the sales tax included in the material purchase line item supplied by contractor.
3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

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

NAME OF PROJECT: BID 25-666, Crystal Lake Park Boardwalk

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

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

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

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ _____

WRITTEN AMOUNT (SPELL OUT) _____DOLLARS

_____ CENTS

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

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **150** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER _____
(type or printed firm, corporation, business or individual)

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

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____ _____
Polk County Business Receipt Tax (Business License) Company Name (Print or Type)

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date_____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____ _____ ____ _____
Address City State Zip Code

_____
Telephone Number
Email Address _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 2025, by _____(name) as _____title of officer) of_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 2025, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 2025, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

PART D – **EXHIBITS**

PART D – EXHIBITS

EXHIBIT I: BID BOND

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

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-666, Crystal Lake Park Boardwalk.

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of _____ 20___.

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE

F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St

Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: Bid 25-666

GENERAL DESCRIPTION OF PROJECT: Crystal Lake Park Boardwalk

PROJECT LOCATION: 2500 North Crystal Lake Drive Lakeland Fl 33801

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ , as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 2025 (the "Purchase Order") between Principal and Obligee for roof replacement at the Specialty Care and Children Home Society building, 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 _____, 2025.

ATTEST: PRINCIPAL:_____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

Printed Name: _____

Witness: _____ Attorney in Fact

_____ (SEAL)

Witness: _____ Printed Name _____

Business Address _____

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

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

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; _____.

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

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

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

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

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

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

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

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

ATTEST: PRINCIPAL: _____

Witness _____ BY: _____(SEAL)

Authorized Signature (Principal)

Witness _____ Printed Name _____

_____

Title of Person Signing Above

ATTEST: SURETY: _____

Printed Name

Witness _____ Attorney in Fact

Witness _____ _____ (SEAL)

Printed Name

_____

Business Address

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

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

EXHIBIT IV: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-666, 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 _____, 2025, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
SS
County of _____)
_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature:_____ Title: _____
STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of _____)

SS

County of _____)

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

1. They are _____ of _____ , hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 25-666, Crystal Lake Park Boardwalk.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title _____

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VII: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-666, Crystal Lake Park Boardwalk.
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

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

Dated this _____day of _____, 2025

Name of Firm _____

By _____

_____

Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VII-A: SUBCONTRACTOR LIST

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

EXHIBIT VII-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

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

EXHIBIT VIII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$
B. _____	_____	_____	$_____	$
C. _____	_____	_____	$_____	$
D. _____	_____	_____	$_____	$
			Total	$

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

EXHIBIT IX: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES_____ NO____
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES____ NO___
3. Bidder has filed all compliance reports due under applicable instructions:
   YES_____ NO_____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES_____ NO____

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

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

_____
Printed Name

_____
Title

_____
Signature

_____
Date

EXHIBIT X: DRUG-FREE WORKPLACE FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidders Signature

_____
Date

EXHIBIT XI: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this _____ Day of _____ 2025

Name of Firm: _____

By: _____
Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XII: APPLICATION FOR PAYMENT

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

To obtain a copy of the specifications, drawings, and other important documents please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-666, Crystal Lake Park**.**zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net**.**

EXHIBIT XIII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: 25-666, Crystal Lake Park Boardwalk
_____
_____

DATE:_____

CONTRACT NO._____
PROGRESS PAYMENT NUMBER:_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____	_____
Subcontractor or Supplier Name	**Subcontractor or Supplier Name**
_____	_____
Street Address	**Street Address**
_____	_____
City, State and Zip	**City, State and Zip**

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____ (Contractor Signature)

State of_____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 202__, by _____ (Print name of authorized person signing Certification), who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.

2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.

3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.

4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.

5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XIV: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: 25-666, Crystal Lake Park Boardwalk

County's Project No.: 3500066

Contractor No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____.This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within _____ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV: CERTIFICATE OF FINAL COMPLETION

Project: 25-666, Crystal Lake Park Boardwalk

County's Project No.: 3500066

Contract No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Substantial Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XVI: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project: 25-666, Crystal Lake Park Boardwalk

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVII: ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: 25-666, Crystal Lake Park Boardwalk

AAR NO.:

CONTRACT NO.:

CONTRACTOR:

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is	$
Amount of Allowance Authorization used to date	$
Amount of Allowance Authorization used this AAR	$
Balance of remaining AAR	$

Original Contract Time	_____	days
Amount of the Allowance Authorization time included in this Contract is	_____	days
Amount of Allowance Authorization time used to date	_____	days
Amount of Allowance Authorization time used this AAR	_____	days
Balance of remaining Allowance Authorization Time is	_____	days
Date of substantial completion therefore is	_____	days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

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

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

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

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

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
CHAIRMAN

Date: _____

EXHIBIT XVIII: CHANGE ORDER

Project: 25-580, Wabash Resource Center Park **Contract No.:**

Change Order No:

Polk County, a political subdivision of the State of Florida

Contractor:

Architect/Engineer:

Description of Change Order:

Contract is changed as follows:

Architect/Engineer:_____(Signature) Date:_____

Original Contract Sum:	$
Net change by previously authorized Change Order	$
Contract Sum prior to this Change Order	$
Contract Sum will be increased/decreased by this Chang Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by _____ days.

Date of Substantial Completion as of the date of this Change Order therefore is _____.

The above changes are accepted by:

Contractor:_____ Date:_____

You are hereby authorized to make the changes noted above:

Division Director:_____ Date:_____

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision of the State of Florida

By: _____ By: _____

Deputy Clerk Chairman
Board of County Commissioners

Date Signed by Chairman: _____

EXHIBT XIX: 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 # 25-666, Crystal Lake Park Boardwalk

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XX: CERTIFICATION IMMIGRATION LAWS

Bid 25-666, Crystal Lake Park Boardwalk

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of _____, 2025, by _____(name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XXI: STATEMENT OF NO BID

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

We have declined to bid on Contract Bid File: 25-666, Crystal Lake Park Boardwalk for the following reasons:

_____ Specifications too “restrictive” i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

We understand that if the “No Bid” form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

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

SOLICITATION NO.: Bid: 25-666

PROJECT NAME: Crystal Lake Park Boardwalk

The undersigned, as _____ of _____(the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

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

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST: _____

a_____ _____

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its:_____ Its: _____

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

PROJECT NAME: Bid 25-666, Crystal Lake Park Boardwalk

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 _____, 2025.

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

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

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

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

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

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

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

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

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NONGOVERNMENTAL ENTITY

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

EXHIBIT XXV: CERTIFICATIONS 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: _____

DATE: _____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned _____certifies, to the best of his or her knowledge, that: _____(Contractor)

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

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

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

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

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

Signature of Contractor’s Authorized Official _____

Name and Title of Contractor’s Authorized Official _____

Date _____

PART E –CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____ its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:25-666, Crystal Lake Park Boardwalk.

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 120 calendar days from the Start Date memorialized within the Notice

to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 150 days. The allowance time for this project is 22 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office

Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F – TECHNICAL SPECIFICATIONS

Documents incorporated by reference in Supplementary Conditions:

To obtain a copy of the specifications, drawings, bid sheets, Davis Bacon wage determination, and Section 3 worker 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 25-666 Crystal Lake Boardwalk.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net**.**

Bid 25-666, Crystal Lake Park Boardwalk
Bid Sheet

Item	Quant.	Unit	Unit Price	Total Price
Mobilization & Demobilization	1	LS	$ -	$ -
Maintenance of Traffic	1	LS	$ -	$ -
Demolition	3365	SF	$ -	$ -
Silt fencing	600	LF	$ -	$ -
Floating turbidity barrier	600	LF	$ -	$ -
Subtotal				$ -
Boardwalk				
Item	Quant.	Unit	Unit Price	Total Price
Boardwalk Post Assembly (total = 40)				
8" dia piles ADQ x30ft (15ft piles)	2	EA	$ -	$ -
2"x10"x 5ft girders and fasteners	2	EA	$ -	$ -
2"x6"x 6ft cross braces and fasteners	2	EA	$ -	$ -
			One Post Assembly:	$ -
Subtotal			40 Post Assemblies	$ -
Boardwalk Framing and Decking	Quant.	Unit	Unit Price	Total Price
2"x6" composite decking including fasteners	3100	SF	$ -	$ -
2"x8" x 8ft Ledger and fasteners	2	EA	$ -	$ -
2"x10" x 12ft PT blocking at joists and fasteners	5	EA	$ -	$ -
2"x10" x 12ft joists and fasteners	156	EA	$ -	$ -
2"x10" x 20ft joists and fasteners	104	EA	$ -	$ -
Black vinyl chain link fence and associated fasteners	1060	LF	$ -	$ -
Abutment wall	2	EA	$ -	$ -
Subtotal				$ -
Boardwalk Look outs (Total= 2)	Quant.	Unit	Unit Price	Total Price
10" dia piles ADQ x 30ft	4	EA	$ -	$ -
8" dia piles ADQ x 14ft	2	EA	$ -	$ -
2"x6"x14 ft cross braces	6	EA	$ -	$ -
4"x8" x 12ft girder	6	EA	$ -	$ -
2"x6" composite decking	192	SF	$ -	$ -
2"x10"x 10ft joists	24	EA	$ -	$ -
Roof - 8"x12"x12ft PT girder	2	EA	$ -	$ -
Roof - 6"x10"x20ft PT beam	2	EA	$ -	$ -
Roof - trimmed 3"x8"x20ft	1	EA	$ -	$ -
Roof - 4"x6" PTx8ft	16	EA	$ -	$ -
Roof - 2"x6"x20ft tongue and groove decking	40	EA	$ -	$ -
Roof - 5V 26 gauge metal roofing, hunter green, Kynar 2'x8' panel (2037 SF)	20	EA	$ -	$ -
Roof - 2037 SF of Titanium underlayment (1000 SF per roll)	3	EA	$ -	$ -
Roof - SIMPSON SS MSTA36 across each rafter set, alternate 14 gauge coil strap ss by 36"	8	EA	$ -	$ -
Black vinyl chain link fence and associated fasteners	50	LF	$ -	$ -
			Total for 1 lookout	$ -
Subtotal (2 lookouts total)			Total for 2 Lookouts	$ -
East Entrance Parking Lot and Walkway	Quant.	Unit	Unit Price	Total Price
4" depth concrete sidewalk at east entrance (linking ADA parking to boardwalk)	280	SF	$ -	$ -
Grading (rough grading, finish grading) east entrance	1	EA	$ -	$ -
ADA Parking space concrete	350	SF	$ -	$ -
ADA linework and signage	1	EA	$ -	$ -
Bahia seed east entrance	1000	SF	$ -	$ -
Subtotal				$ -
West Entrance Walkway	Quant.	Unit	Unit Price	Total Price
4" depth concrete sidewalk at west entrance	130	SF	$ -	$ -
Grading (rough grading, finish grading) west entrance	1	EA	$ -	$ -
Bahia seed west entrance	500	SF	$ -	$ -
Subtotal				$ -
Total (Basis of Award)				**$0.00**
Percentage of subtotal that respresents Contractor's profit:				***$*** -

Vendor Signature: _____
Printed Name: _____

"ATTACHMENT A"

INDEX OF PLANS	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	GENERAL NOTES
SV1.0	SURVEY
C1.0	AERIAL OF EXISTING BOARDWALK
C2.0	DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	CONSTRUCTION DETAILS (1)
C5.0	CONSTRUCTION DETAILS (2)
C6.0	CONSTRUCTION DETAILS (3)

AREA CALCULATIONS:

EXISTING IMPERVIOUS AREA (TO BE REMOVED) = 450 SF
PROPOSED IMPERVIOUS AREA = 800 SF
EXISTING BOARDWALK AREA = 3,433 SF
PROPOSED BOARDWALK AREA = 3,503 SF
TOTAL INCREASE IN IMPERVIOUS AREA = 420 SF

TOTAL IMPACTED SURFACE WATERS (SW1) = 2,326 SF
(THE IMPACTED SURFACE WATER IS THE AREA OF THE PROPOSED BOARDWALK OVER THE SURFACE WATER, WHICH IMPACTS BY THE SHADING OF THE BOARDWALK. NO OTHER WETLAND OR SURFACE WATER IMPACTS ARE PROPOSED).

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 23-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions.

Standard Plans for Road Construction and associated IRs are available at the following website: **https://www.fdot.gov/design/standardplans**

APPLICABLE IRs:

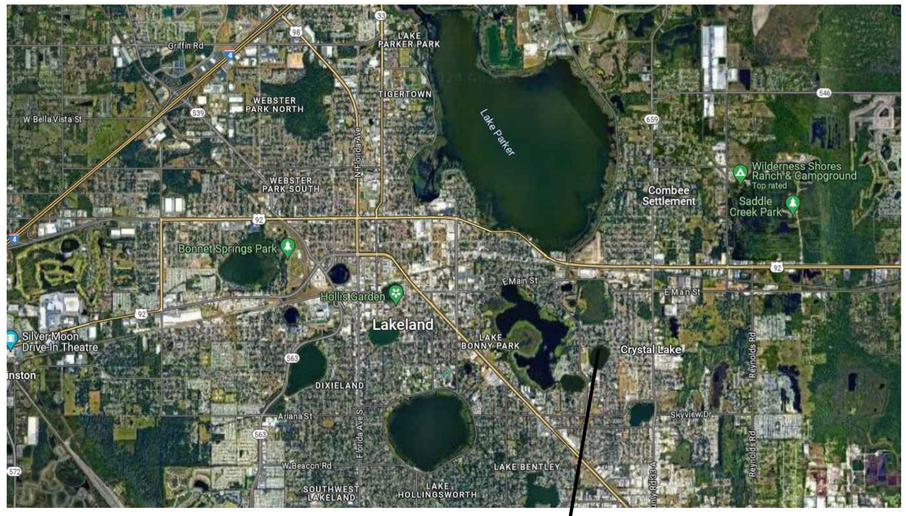
Standard Plans for Bridge Construction are available at the following website:
http://fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2024 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

Know what's below.
Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA 811

POLK COUNTY
CRYSTAL LAKE PARK PLANS
LAKELAND, FL

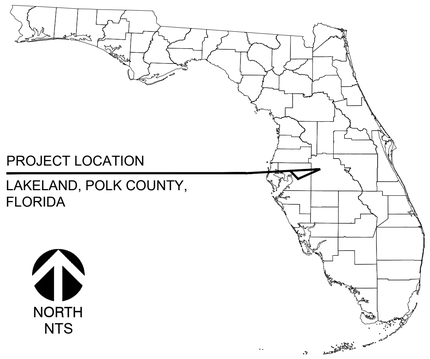


NORTH
NTS

LOCATION MAP

LAKELAND, POLK COUNTY, FLORIDA

BID PACKAGE
05-27-25



NORTH
NTS

PREPARED FOR:

Polk County, Florida

PREPARED BY:

PLANS PREPARED BY AND
SHOP DRAWINGS TO BE PROVIDED TO:

LARRY ALTON LACKEY, JR. LICENSE No. 59904 STATE OF FLORIDA PROFESSIONAL ENGINEER 5/27/25

LARRY A LACKEY, JR. PE
FL PE NO 59904

MADRID CPWG ENGINEERING, INC.
5001 N. Nebraska Ave., Suite A
Tampa, FL 33603
813-361-2644
Certification of Authorization: 26618

THIS HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LARRY A. LACKEY, JR., PE ON THE REFERENCED DATE USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

PROJECT NO. 160015

SIGNATURE DATE

LARRY LACKEY, JR.
FL PE No.: 59904

C0.00

"THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE, SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C."

GENERAL NOTES

1. The structural design documents describe the structure in its completed state. Sheeting, shoring, temporary bracing, construction of temporary facilities, and/or any other measures needed to support the structural elements or provide shelter from debris during construction are the responsibility of the contractor unless noted otherwise on the plans.

FOUNDATION AND SLAB-ON-GRADE

1. Footings are designed for an assumed bearing capacity of 2000 pounds-per-square-foot (PSF). Footings shall bear on natural undisturbed soil or on structurally compacted fill, at least 1'-0" below original grade. Bottoms of exterior footings shall be at least 2'-0" below finished grade. The contractor shall field-verify the soil bearing capacity and if found to be less than that specified above, the footings will have to be re-designed.

2. All fill material under slabs-on-grade shall be coarse granular material compacted to 95 percent of maximum density at optimum water content. Slabs-on-grade shall be strip-poured in accordance with ACI-302.1R, A Guide for Concrete Floor and Slab Construction (latest approved edition). Saw-cut control joints shall be installed just after concrete has hardened enough so that it will not be torn by the saw blade. The total area bounded by saw cuts and formed edges shall not exceed (usually 400, fill in) square feet.

3. Slabs-on-grade shall be 4 inches thick, normal weight concrete, reinforced with 6X6X10/10 welded wire fabric (WWF), unless otherwise noted.

4. Backfill shall not be installed against walls until all supporting slabs have been placed and have attained their required strength. Walls supported at the top by a slab-on-grade shall be braced until the slab has attained the required strength. All bracing shall be the responsibility of the Contractor.

CONCRETE

1. All concrete shall be f'c= 4000 psi. at 28 days, normal weight, unless noted otherwise. Structural concrete exposed to the weather shall be f=c= 4000 psi. at 28 days, normal weight, and shall be air-entrained in accordance with the severe exposture requirements of ACI-318, Building Code Requirements for Structural Concrete. (latest approved edition).

2. All concrete reinforcing bars shall be deformed billet steel conforming to ASTM-A615, Grade 60 (latest approved edition). All concrete reinforcing shall be detailed, fabricated, and placed in accordance with ACI-315, Manual fo StandardPractice for Detailing Concrete Structures (latest approved edition).

3. All splices in concrete reinforcing shall be Class B splices as described in ACI-318, unless noted otherwise.

4. Welded wire fabric (WWF) shall have ends lapped one full mesh.

5. Wall footing reinforcing bars shall extend 2'-0" into abutting column footings, unless noted otherwise.

6. Concrete clear cover over reinforcing shall be as follows, unless noted otherwise:

Cast against earth----------3"

Exposed to earth or weather:
#6 and larger bars----------2"
#5 and smaller bars---------- 2"

7. Construction joints in slabs shall be located midway between supports, except where an intersecting member would be in line with the joint. In such cases the joint shall be offset a distance equal to twice the width of the intersecting member. (See plans for locations).

8. The contact surfaces of in-place concrete shall be thoroughly cleaned and shall be coated with a 2 concrete and 2 sand grout (mixed with minimum water) just before fresh concrete is poured against the concrete surfaces.

9. The Contractor shall submit a concrete mix design. The concrete mix design shall be in accordance with ACI-318 (latest approved edition) and shall be submitted with the appropriate graphs and background data. Each concrete mix design shall indicate both 7 and 28 day strengths, cement content, water/cement ratios, fine and coarse aggregate content and admixture description. Addition of water greater than the specified maximum water content shall be strictly prohibited.

10. All concrete work shall conform to the latest approved editions of the following ACI and ASTM documents:

ACI-301, Specification for Structural Concrete
ACI-318, Building Code Requirements for Structural Concrete
ACI-214, Compressive Test
ACI-306, Cold Weather Concrete
ACI-315, Detailing
ACI-347, Formwork
ACI-305, Hot Weather Concrete
ACI-211, Concrete Proportions
ACI-304, Placing Concrete
ASTM C-94, Ready-Mix Concrete

11. All field and laboratory testing of concrete shall conform to the latest approved editions of the following standards:

ASTM C-31, Field Cylinder Specimens
ASTM C-143, Slump Test
ASTM C-231, Air Content (if required)
ASTM C-39, Laboratory Testing Cylinders
ASTM C-172, Sampling Fresh Concrete
ASTM C-42, Hardened Cores (if required)

12. Concrete test results shall be signed and sealed by a North Carolina licensed Professional Engineer.

13. Concrete formwork shall not be disturbed until the concrete has hardened sufficiently to support its own weight plus a minimum of 20 psf. additional load.

WOOD CONSTRUCTION

1. Structural wood joists, beams and columns shall be pressure treated ACQ Southern Pine No. 1 or better.
2. All timber products and deck lumber shall conform to AWPA Use Category UC3B.

MISCELLANEOUS

1. The contractor shall submit shop drawings (and associated calculations called for elsewhere in these notes or on the contract documents), in a timely manner, to the structural engineer-of-record for all structural elements called for on the contract documents. If shop drawings are not submitted or not submitted in a timely manner, the structural engineer-of-record will not be responsible for the design of the pertinent portion of the project. The contractor shall state in writing, at the time of shop drawing submission, any deviations or omissions from the contract documents. The contractor shall review all structural shop drawings prior to submitting them to the structural engineer-of-record and make modifications, if necessary. The contractor shall certify on the each of the shop drawings that the requirements of the contract documents have been met and that dimensions and quantities have been verified.

2. All fencing, railings, shall be designed for the loads required in the local building code.
Shop drawings and calculations shall be signed and sealed by Florida licensed Professional Engineer.

3. The structure is not self-supporting until the entire structural system has been erected. The contractor shall provide temporary bracing (not designed by the structural engineer-of-record) as necessary to support the structure until erection is complete. Design live load shall not be placed on a structure until erection is complete.

4. Loads greater than the specified construction loads shall not be placed on the structure during construction.

5. Concrete structures shall not be required to support design live loads until at least 28 days after the concrete has been placed.

6. The contractor shall provide for the support of adjacent structures, support for utilities, support for excavations, sheeting, shoring, temporary form work, and underpinning, and shall hire an engineer or engineers registered in the local jurisdiction, as necessary, to accomplish this work. The structural engineer-of-record shall not be responsible for this work unless noted otherwise in the contract documents.

7. All structural work required by the contract documents shall be inspected in accordance with the applicable building codes and ordinances. The structural engineer-of-record will not perform these inspections. The contractor shall hire a qualified inspector to perform the inspections. The structural engineer-of-record may visit the site but these visits shall not be considered as meeting or part of the inspection requirement.

8. The contractor and sub-contractors shall have a minimum of five years of successful experience in similar work.

LOADS AND DESIGN DATA

1. ROOF LOAD:
   1. Live Load 100 psf, Dead Load 25 psf
2. WIND LOAD:
   1. Basic Wind Speed (3 sec. gust) = 150 mph.
   2. Wind Load Importance Factor = 1.15
   3. Wind Exposure Category = C

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS & SPECIFICATIONS AS DETAILED ON THESE PLANS PRIOR TO THE ORDERING OF MATERIALS, FILING OF BUILDING PERMITS AND COMMENCEMENT OF ACTUAL CONSTRUCTION.

GENERAL NOTES

1. THE DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. APPROVAL(S) OF THE DISPOSAL SITES SHALL BE OBTAINED FROM THE COUNTY PRIOR TO DISPOSAL. ALL EXCESS MATERIALS ARE THE PROPERTY AND RESPONSIBILITY OF THE CONTRACTOR.

2. ALL EXISTING TREES WITHIN THE FOOTPRINT OF THE CONSTRUCTION LIMITS ARE TO REMAIN UNLESS OTHERWISE DIRECTED.

3. SOD ALL DISTURBED AREAS UNLESS OTHERWISE SHOWN ON THE PLANS. BAHIA SOD SHALL BE USED UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

4. PEGGED SOD TO BE PLACED ON ALL SLOPES 1:2 OR STEEPER.

5. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH REQUIREMENTS OF THE VARIOUS PERMITS INCLUDED IN THE BID SPECIFICATIONS. PAYMENT IS INCLUDED IN THE BID PRICE FOR SECTION 104; "PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION", EXCLUDING ITEMS SPECIFIED ELSEWHERE. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE STORMWATER POLLUTION PREVENTION PLAN AND/OR DESIGNATED BY THE ENGINEER.

6. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF THE UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH PROJECT CONSTRUCTION. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE/UTILITY CONFLICTS EXIST. INFORMATION ON CONFLICTS IS TO BE SUBMITTED TO THE ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY FOR RESOLUTION. SUNSHINE
STATE ONE CALL MUST BE NOTIFIED FOR LOCATES AT 811.

7. UTILITIES ARE TO BE ADJUSTED BY THE CONTRACTOR OR AS DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR SHALL NOTIFY ALL GAS UTILITY COMPANIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION AS REQUIRED BY CHAPTER 77-153 OF THE FLORIDA STATUTES.

9. ALL EXCAVATIONS SHALL BE REQUIRED TO CONFORM TO THE PROVISIONS OF PART IV OF CHAPTER 553.60, F.S., ALSO KNOWN AS THE "TRENCH SAFETY ACT", TO PROTECT EXISTING PAVEMENT, STRUCTURES, FOUNDATIONS, AND CONSTRUCTION PERSONNEL DURING CONSTRUCTION OF THE PROJECT.

10. TO MEET ADA REQUIREMENTS, ALL SIDEWALK CONSTRUCTION SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, STATE FDOT INDEX 304, INDEX 310, AND INDEX 600.

11. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

12. CONTRACTOR IS TO MAINTAIN UNINTERRUPTED ACCESS TO BOAT LAUNCH AT ALL TIMES AND IS TO NOTIFY COUNTY FIVE DAYS PRIOR TO STARTING CONSTRUCTION.

13. CONTRACTOR TO VIDEOTAPE AND PHOTOGRAPH THE LIMITS OF CONSTRUCTION PRIOR TO CONSTRUCTION AND GIVE A COPY TO THE COUNTY. COST TO BE INCLUDED IN THE PRICE BID.

14. THE RUNNING SLOPE OF WALKING SURFACES ON AN ACCESSIBLE ROUTE SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48. FBC ACCESSIBILITY 403.3. THE CONTRACTOR SHALL REVISE ELEVATION AND SIDE LOCATIONS TO MEET THIS REQUIREMENT AS NEEDED.

15. ANY QUANTITIES SHOWN ARE FOR INFORMATION USE ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES.

LARRY ALTON LACKEY LICENSE No. 59904 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/27/25
LARRY A. LACKEY, JR., PE
FL PE NO 59904

NO.	DATE	REVISION
1	05/27/25	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
TAMPA, FL 33603
813-361-2644

MADRID ENGINEERING GROUP · cpwg AT THE READY

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LARRY LACKEY, JR., PE
FL. PE. NO. 59904
DATE

POLK COUNTY

Crystal Lake Park
Polk County, Florida

DRAWN BY:	MR
DESIGNED BY:	MR/LJ
CHECKED BY:	LL
DATE:	05/27/2025
SCALE:	refer to plan
JOB NO.:	M2415567

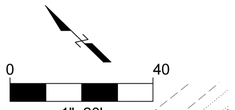
GENERAL NOTES

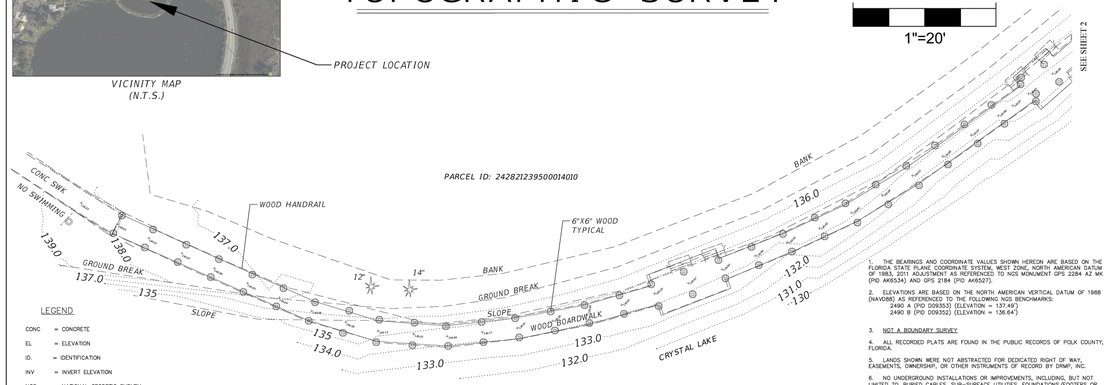
SHEET NUMBER C0.1 OF 12 SHEETS

CRYSTAL LAKE BOARDWALK
POLK COUNTY, FL.
TOPOGRAPHIC SURVEY



VICINITY MAP
(N.T.S.)





LEGEND

CONC	= CONCRETE
EL	= ELEVATION
ID.	= IDENTIFICATION
INV	= INVERT ELEVATION
NGS	= NATIONAL GEODETIC SURVEY
N.T.S.	= NOT TO SCALE
PSM	= PROFESSIONAL LAND SURVEYOR AND MAPPER
SIRC	= SET IRON ROD AND CAP
SNLD	= SET NAIL AND DISK
SWK	= SIDEWALK
UNK	= UNKNOWN
O	= 6"X6" WOOD POST
	= BENCH
—x—	= FENCE
	= SPOT ELEVATION
	= TREE

PROJECT CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
PNC1	1342852.824	685910.716	139.694	SIRC 5/8" "DRMP TRAV LB 2648"
PNC2	1342877.26	685643.645	138.159	SIRC 5/8" "DRMP TRAV LB 2648"
PNC3	342865.731	685480.062	138.138	SIRC 5/8" "DRMP TRAV LB 2648"
PNC4	1342885.501	685356.988	140.733	SIRC 5/8" "DRMP TRAV LB 2648"
SP1	1342954.564	685535.059	140.732	SNLD NO ID
SP2	1342937.688	685492.794	140.891	SNLD NO ID
SP3	1342939.500	685442.707	140.979	SNLD NO ID
SP4	1342922.378	685365.559	141.058	SNLD NO ID
SP5	1342938.158	685312.685	139.954	SNLD NO ID
SP6	1342932.351	685286.719	140.083	SNLD NO ID

1. THE BEARINGS AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AS REFERENCED TO NGS MONUMENT GPS 2284 AZ MK (PID AK6534) AND GPS 2184 (PID AK6527).

2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS REFERENCED TO THE FOLLOWING NGS BENCHMARKS:
2490 A (PID DD9353) (ELEVATION = 137.49')
2490 B (PID DD9352) (ELEVATION = 136.64')

3. NOT A BOUNDARY SURVEY.

4. ALL RECORDED PLATS ARE FOUND IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

5. LANDS SHOWN WERE NOT ABSTRACTED FOR DEDICATED RIGHT OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY DRMP, INC.

6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.

7. UNITS OF MEASURE ARE U.S. SURVEY FEET.

8. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

9. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

10. LAST DATE OF FIELD SURVEY: MAY 06, 2024.

ANDREW L. WISEMAN, PSM — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 7326
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FLORIDA 33647

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	REVISIONS	REVISED BY	CHECKED BY

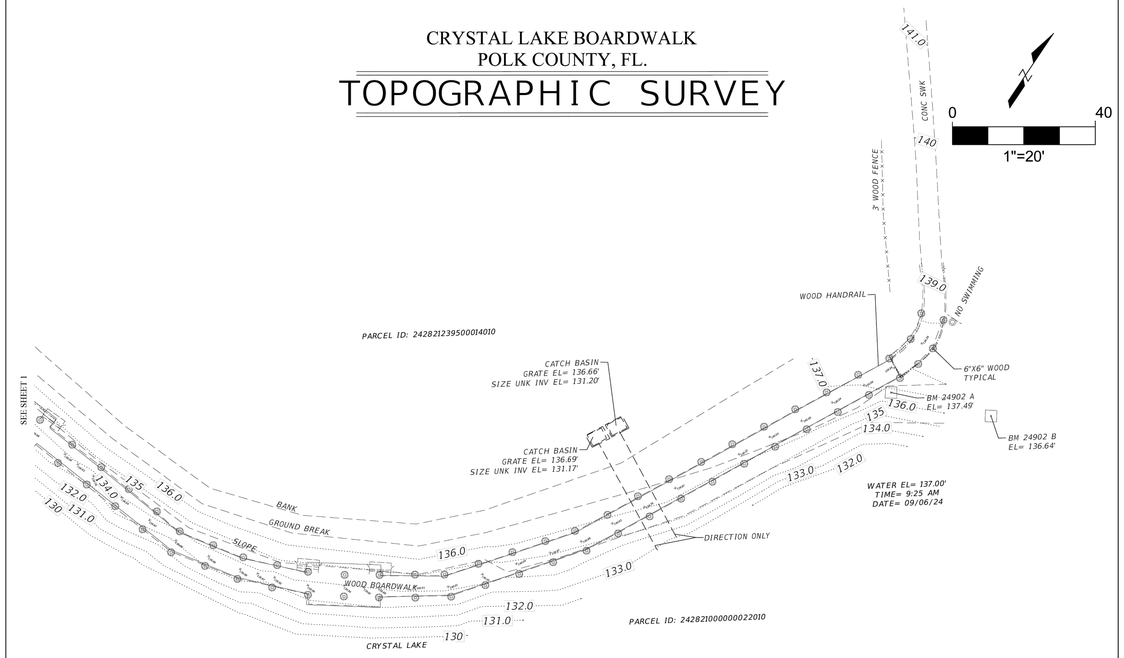
FIELD BY	CF	4/2024
DRAWN BY	MP	5/2024
CHECKED BY	SW	5/2024
FIELD BOOK(S)	–	
PAGE(S)	–	
FILE: SURVEY.DWG		

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Certificate of Authorization No 2648
15310 Amberly Dr., Suite 200 - Tampa, Florida 33647
Telephone (813) 265-9800

CRYSTAL LAKE BOARDWALK
TOPOGRAPHIC SURVEY

PROJECT NO. 23-00952.000
DATE MAY 14, 2024
SCALE 1"=20'
SHEET 1 OF 2

CRYSTAL LAKE BOARDWALK
POLK COUNTY, FL.
TOPOGRAPHIC SURVEY



DATE	REVISIONS	REVISED BY	CHECKED BY

FIELD BY	CF	4/2024
DRAWN BY	MP	5/2024
CHECKED BY	SW	5/2024
FIELD BOOK(S)	–	
PAGE(S)	–	
FILE: SURVEY.DWG		

DRMP
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CRYSTAL LAKE BOARDWALK
TOPOGRAPHIC SURVEY

PROJECT NO. 23-00952.000
DATE MAY 14, 2024
SCALE 1"=20'
SHEET 2 OF 2

LARRY ALTON LACKEY
LICENSE
No. 59904
5/27/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LARRY A. LACKEY, JR. PE
FL PE NO 59904

NO.	DATE	REVISION
1	05/27/2025	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
TAMPA, FL 33603
813-361-2644

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LARRY LACKEY, JR., PE — DATE
FL. PE. NO. 59904

Crystal Lake Park
Polk County, Florida

DRAWN BY: MR
DESIGNED BY: MR/LJ
CHECKED BY: LL
DATE: 08/30/2024
SCALE: refer to plan
JOB NO.: M2415567

SURVEY

SHEET NUMBER
SV1.0
OF 12 SHEETS





PHOTO #1: VIEW OF EXISTING BOARDWALK AT WEST ENTRANCE:

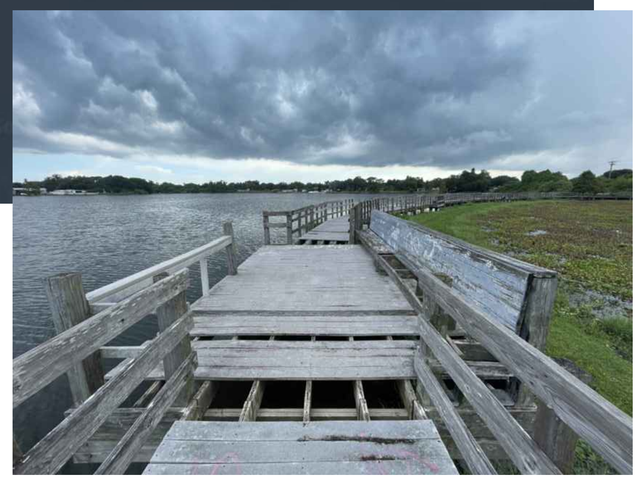


PHOTO #2: VIEW OF EXISTING BOARDWALK LOOKING SOUTHWEST

ALTON LACKEY JR.
LICENSED
No. 59904
5/27/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LARRY A. LACKEY, JR., PE
FL PE NO 59904

NORTH

0 20 40 60 feet

1" = 20'

NO.	DATE	REVISION
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TAMPA, FL 33603
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LARRY LACKEY, JR., PE
FL. PE. NO. 59904

DATE

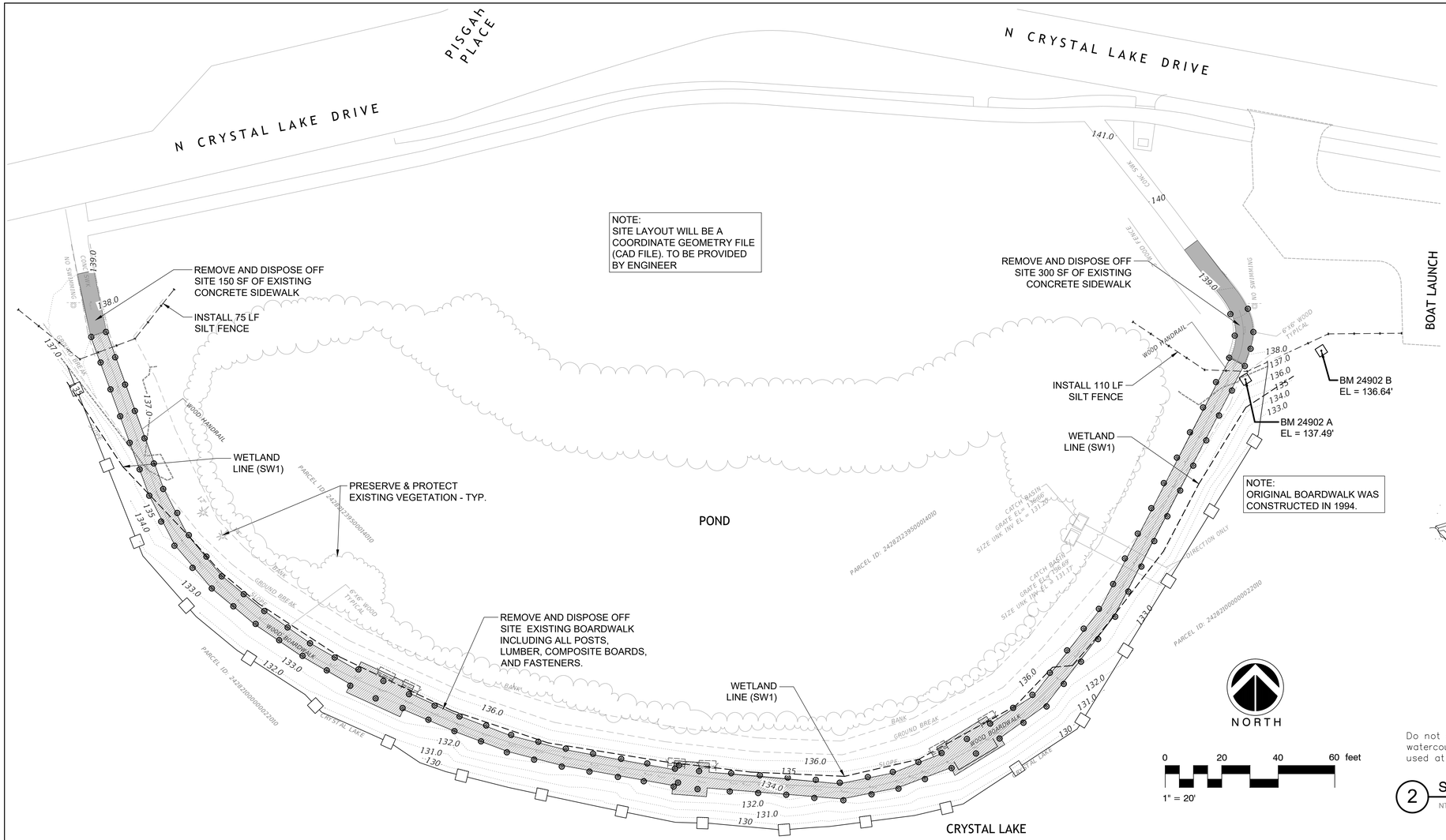
Crystal Lake Park
Polk County, Florida

DRAWN BY:	MR
DESIGNED BY:	MR/LJ
CHECKED BY:	LL
DATE:	08/30/2024
SCALE:	refer to plan
JOB NO.:	M2415567

AERIAL OF EXISTING BOARDWALK

SHEET NUMBER C1.0

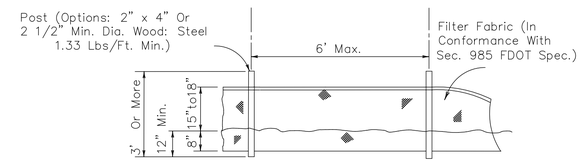
OF 12 SHEETS

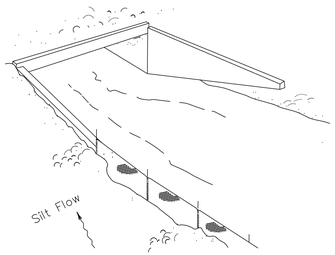


Know what's **below.**
Call before you dig.

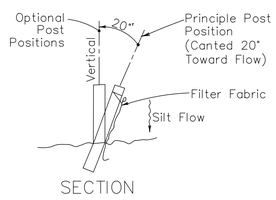
NOTES:

1. SEE GENERAL NOTES (C7.0) PRIOR TO COMMENCING ANY WORK





TYPE III SILT FENCE

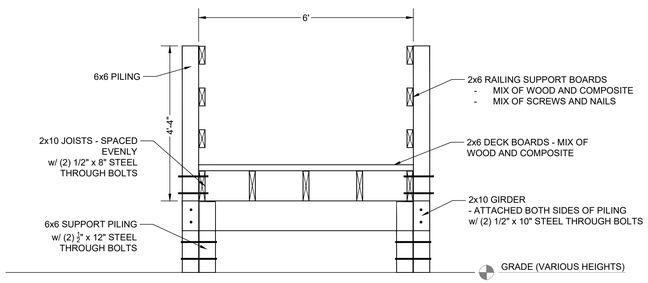


SECTION

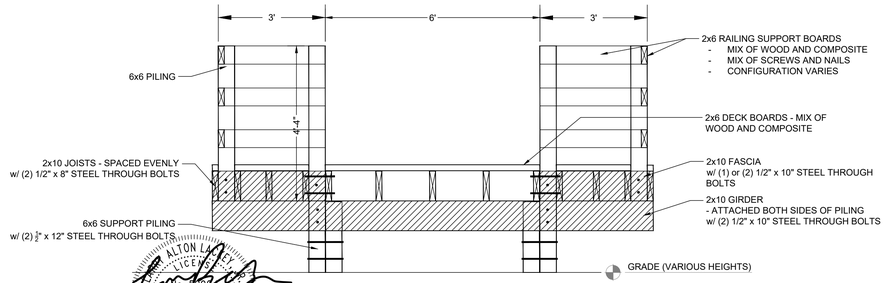
Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

2 SILT FENCE
NTS

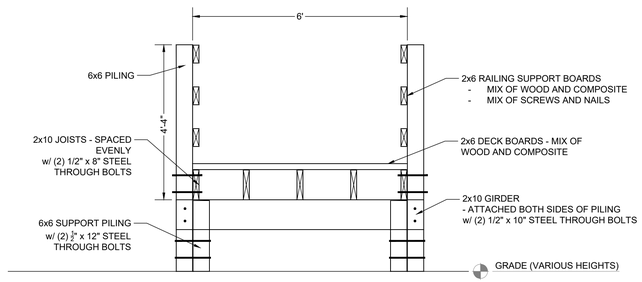
BENT VIEW TYP.



OUTLOOK BENT VIEW (TYP)



BENT VIEW TYP.



1 EXISTING BOARDWALK DETAIL
N.T.S.

JOHN ALTON LACKEY LICENSE No. 59904 STATE OF FLORIDA PROFESSIONAL ENGINEER 5/12/25

LARRY A. LACKEY, JR., PE
FL PE NO 59904

NO.	DATE	REVISION
1	05/27/2025	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
TAMPA, FL 33603
813-361-2644

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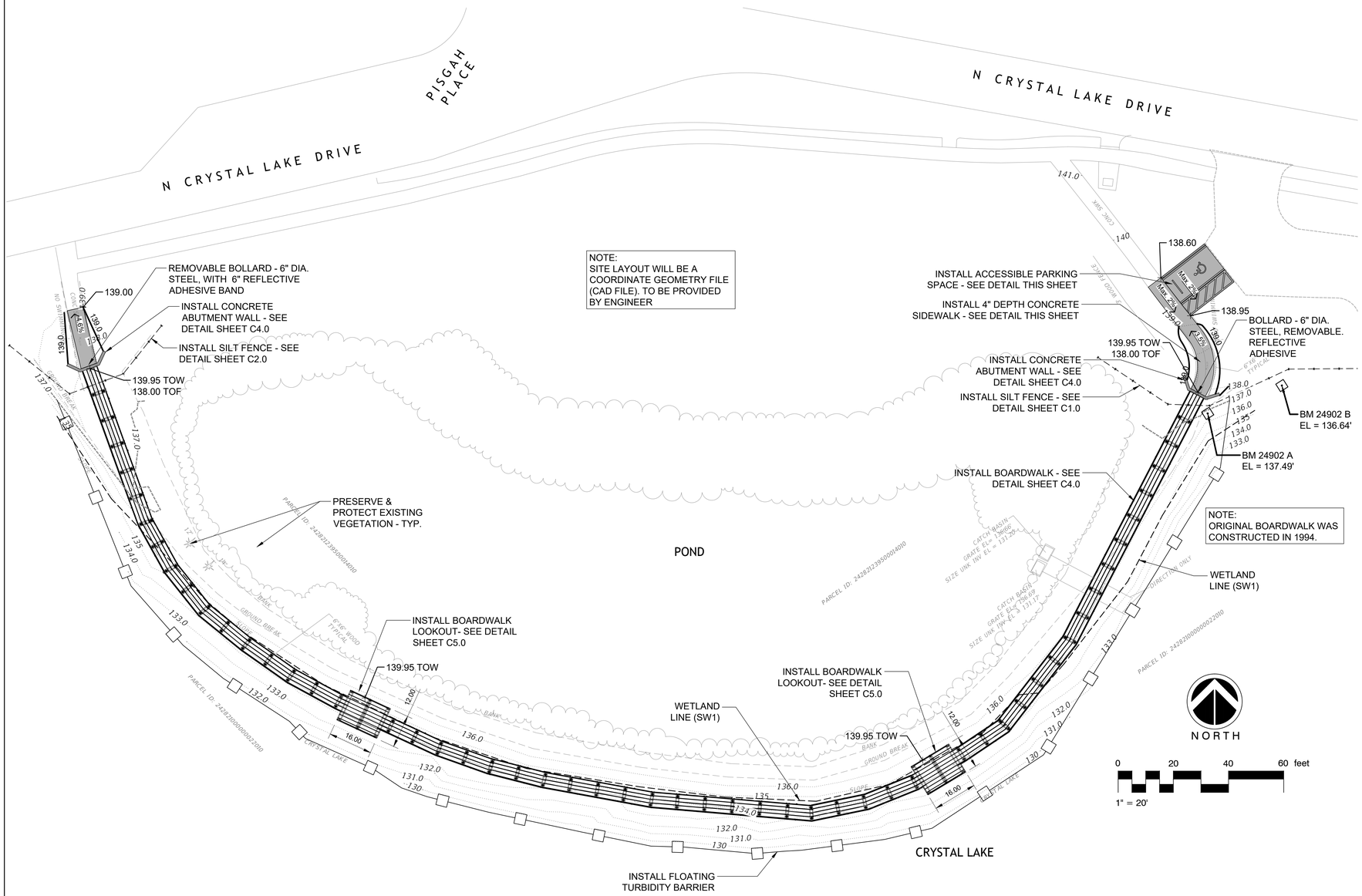
LARRY LACKEY, JR., PE FL. PE. NO. 59904 — DATE

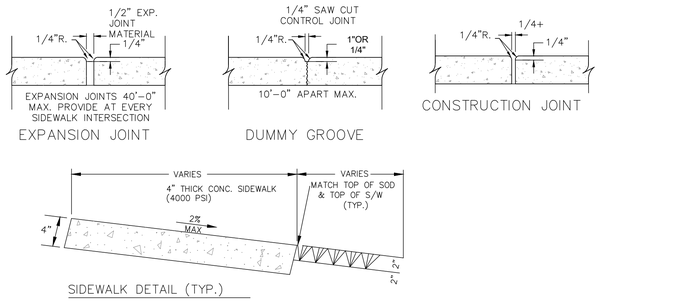
Crystal Lake Park
Polk County, Florida

DRAWN BY:	MR
DESIGNED BY:	MR/LJ
CHECKED BY:	LL
DATE:	08/30/2024
SCALE:	refer to plan
JOB NO.:	M2415567

DEMOLITION PLAN

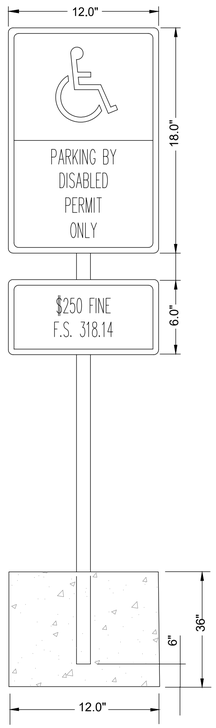
SHEET NUMBER C2.0
OF 12 SHEETS





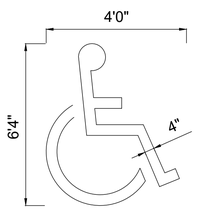
1 CONCRETE WALK DETAILS

NTS



HANDICAP PARKING SIGNAGE ADA SIGNAGE NOTES:

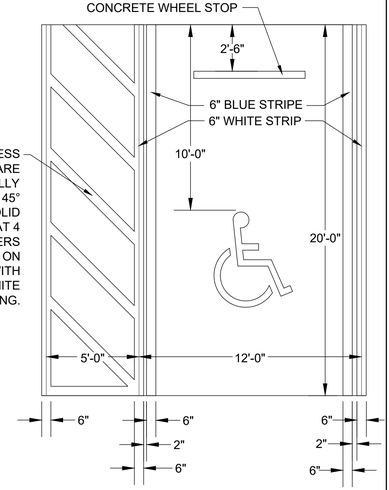
1. ALL LETTERS ARE 1" SERIES "C", PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER.
4. 0NE(1) SIGN REQUIRED FOR EACH PARKING SPACE.
5. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH FEDERAL OR COUNTY CODES.
6. SET POLE IN CONCRETE.



NOTE:
THIS SYMBOL TO BE WHITE D.O.T. PAINT

HANDICAP PAVEMENT SYMBOL

N.T.S.



POST NOTES:

1. SUPPORT SHALL BE BE DRIVEN 3' INTO THE GROUND
2. 2"Ø x 1/8" ALUMINUM ROUND POST OR 2.5 #/FT. STEEL FLANGED CHANNEL POST
3. ALUMINUM POST 3/8"Ø ALUMINUM BUTTON HEAD WITH NUT AND LOCKWASHER OR 15/16"Ø STAINLESS STEEL HEX HEAD BOLT WITH FLAT WASHER UNDER AND LOCKWASHER UNDER NUT.
4. CHANNEL POST: PROVIDE ATTACHMENT IN ACCORDANCE WITH THE "SIGN ATTACHMENT DETAILS" ON INDEX NO. 11865
5. CONCRETE SHALL HAVE MIN. OF 25OO PSI COMPRESSIVE STRENGTH.

3 ACCESSIBLE PARKING SPACE

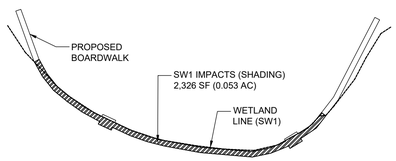
NTS

DETAIL-FILE

AREA CALCULATIONS:

EXISTING IMPERVIOUS AREA (TO BE REMOVED) = 450 SF
PROPOSED IMPERVIOUS AREA = 800 SF
EXISTING BOARDWALK AREA = 3,433 SF
PROPOSED BOARDWALK AREA = 3,503 SF
TOTAL INCREASE IN IMPERVIOUS AREA = 420 SF

TOTAL IMPACTED SURFACE WATERS (SW1) = 2,326 SF
(THE IMPACTED SURFACE WATER IS THE AREA OF THE PROPOSED BOARDWALK OVER THE SURFACE WATER, WHICH IMPACTS BY THE SHADING OF THE BOARDWALK. NO OTHER WETLAND OR SURFACE WATER IMPACTS ARE PROPOSED).



WETLAND/SURFACE WATER IMPACT MAP

SCALE: 1" = 80'

VERTICAL DATUM INFORMATION

THE VERTICAL DATUM UTILIZED FOR THIS PROJECT IS NAVD 1988, U.S. SURVEY FEET. THE SITE BENCHMARKS UTILIZED ARE IDENTIFIED AS BM 24902 A AND BM 24902 B AND ARE ALSO IDENTIFIED ON THE TOPOGRAPHIC SURVEY.

LARRY A. LACKEY, JR., PE
FL PE NO 59904

NO.	DATE	REVISION
1	05/27/2025	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
TAMPA, FL 33603
813-361-2644

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LARRY LACKEY, JR., PE
FL. PE. NO. 59904

DATE

Crystal Lake Park
Polk County, Florida

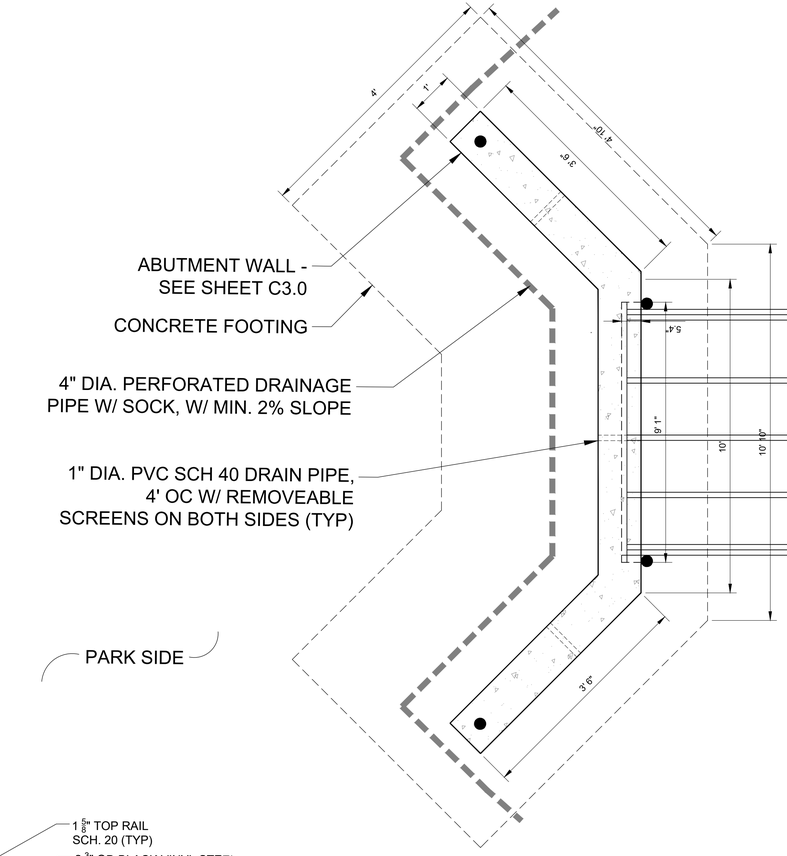
DRAWN BY: MR
DESIGNED BY: MR/LJ
CHECKED BY: LL
DATE: 08/30/2024
SCALE: refer to plan
JOB NO.: M2415567

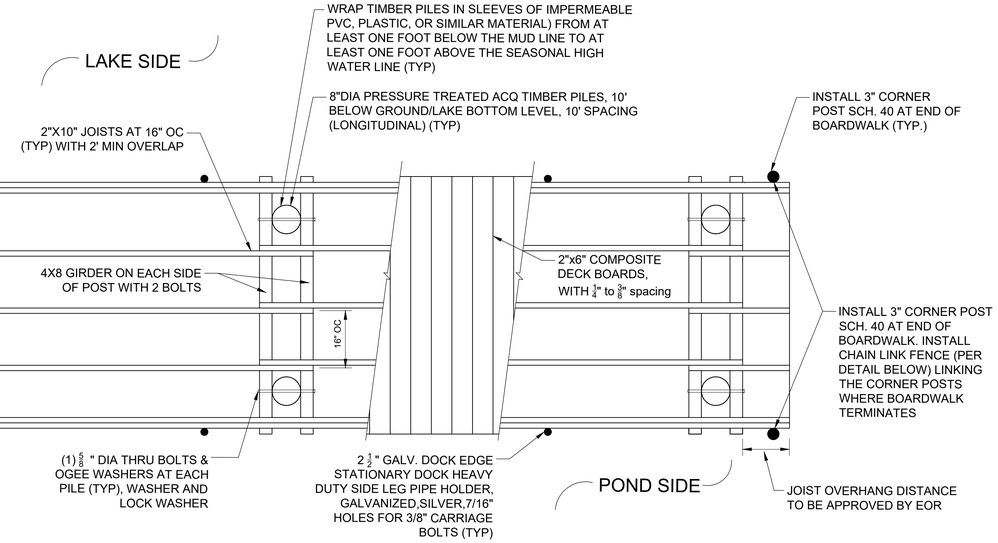
SITE PLAN

SHEET NUMBER C3.0
OF 12 SHEETS



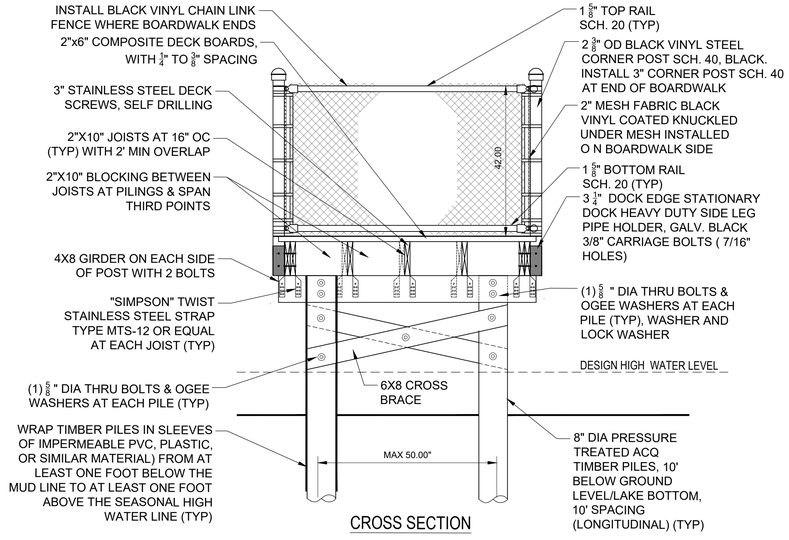
PIPE HOLDER





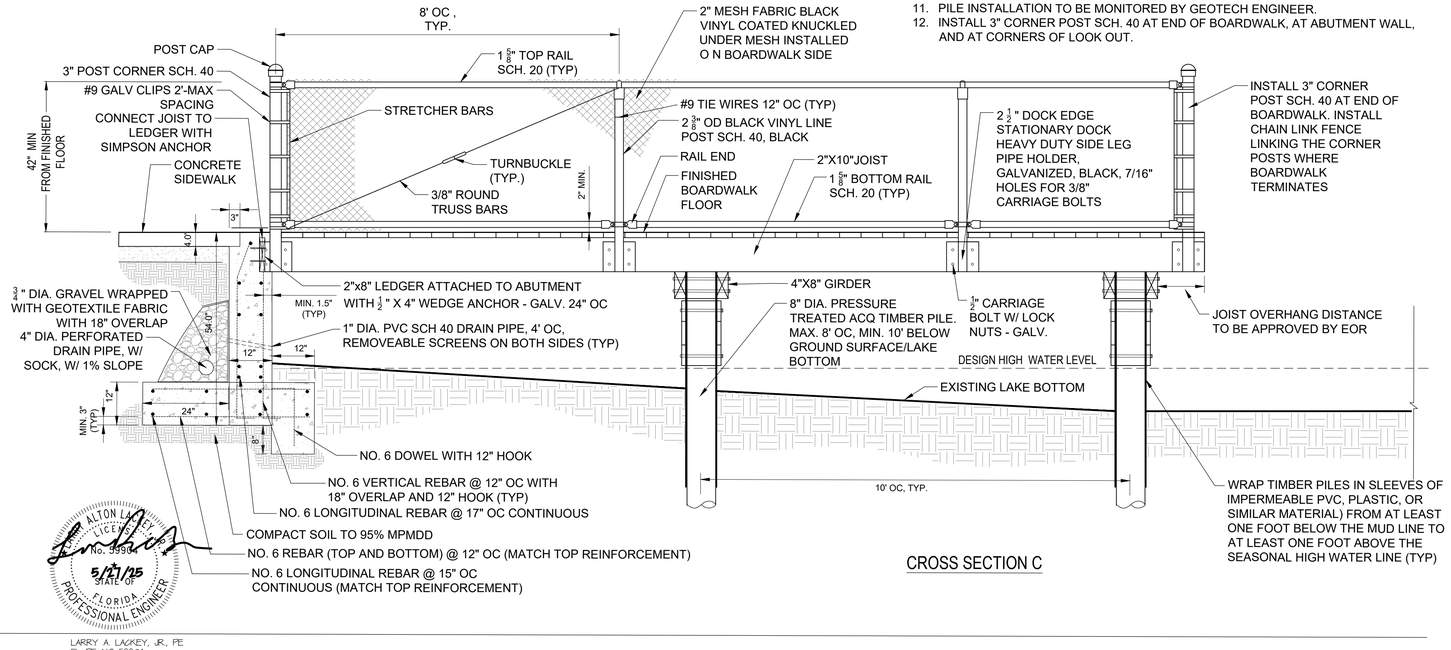
PLAN VIEW

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL WOOD TO BE PRESSURE TREATED ACQ (AMMONIATED COPPER QUATERNARY).
3. TIMBER PILE TO BE PRESSURE TREATED ACQ AND TO HAVE RETENTION DESIGNED FOR CONTINUOUS WATER AND SOIL CONTACT.
4. ALL DECK AND RAILING SCREWS TO BE STAR DRIVE 3" STAINLESS
5. COMPOSITE DECK BOARD COLOR TO BE DETERMINED
6. REINFORCEMENT BAR TO HAVE A MIN CLEARANCE OF 3" ON BOTTOM, AND 1.5" CLEARANCE ON SIDES AND TOP OF CONCRETE FOOTING AND ABUTMENT WALL.
7. PROVIDE CHAIN AND LOCK FOR SECURING GATE.
8. FENCING AND POSTS SHALL BE BLACK, VINYL CLAD. KNUCKLED UNDER MESH.
9. ALL HARDWARE TO BE BLACK VINYL COATED.
10. ALL FENCE PARTS SHALL BE BLACK VINYL COATED.
11. PILE INSTALLATION TO BE MONITORED BY GEOTECH ENGINEER.
12. INSTALL 3" CORNER POST SCH. 40 AT END OF BOARDWALK, AT ABUTMENT WALL, AND AT CORNERS OF LOOK OUT.



CROSS SECTION

NOTE:
1- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2- ALL WOOD TO BE PRESSURE TREATED ACQ
3- ALL DECK AND RAILING SCREWS TO BE STAR DRIVE 3" STAINLESS
4- COMPOSITE COLOR TO BE DETERMINED



CROSS SECTION C

LARRY ALTON LACKEY LICENSE No. 59904 5/27/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

LARRY A LACKEY, JR., PE
FL PE NO 59904

1 BOARDWALK DETAIL
N.T.S.

NO.	DATE	REVISION
1	05/27/25	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
TAMPA, FL 33603
813-361-2644

THIS HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LARRY A LACKEY, JR., PE ON THE REFERENCED DATE USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

LARRY LACKEY, JR., PE FL. PE. NO. 59904 — DATE

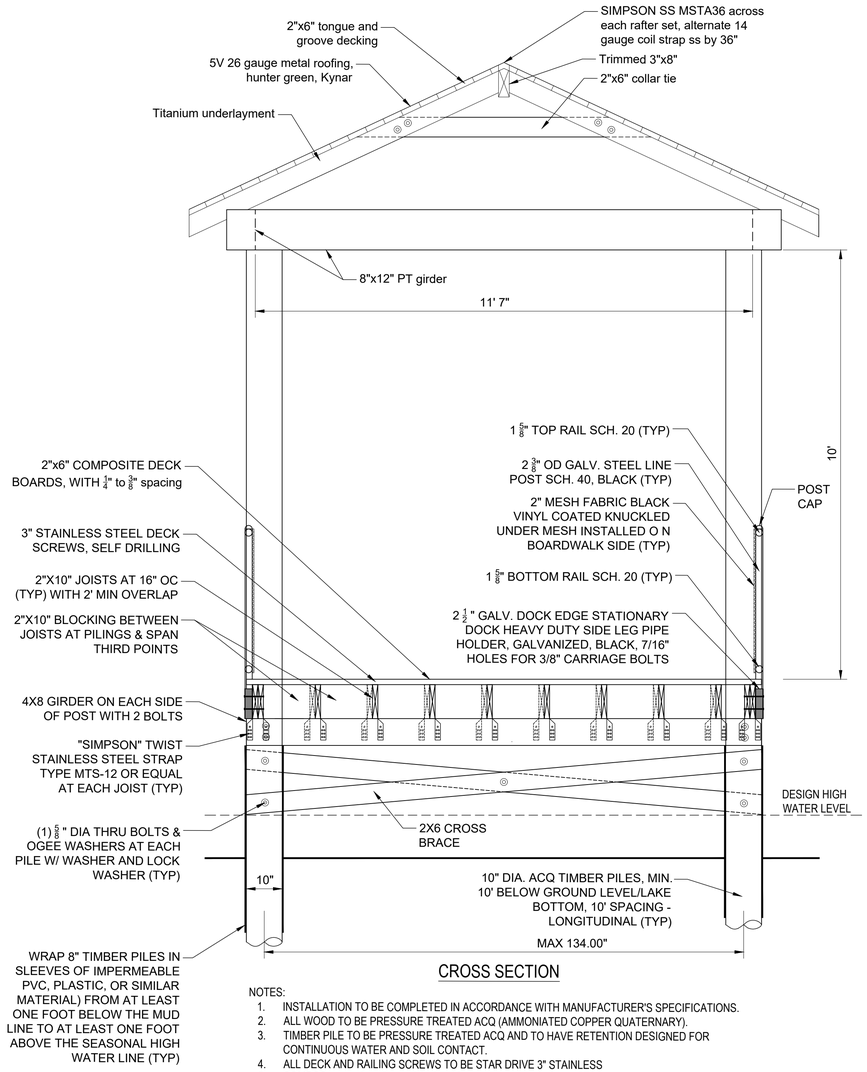
Crystal Lake Park
Polk County, Florida

DRAWN BY:	MR
DESIGNED BY:	MR/LJ
CHECKED BY:	LL
DATE:	05/27/2025
SCALE:	refer to plan
JOB NO.:	M2415567

CONSTRUCTION DETAILS (1)

SHEET NUMBER C4.0

OF 12 SHEETS



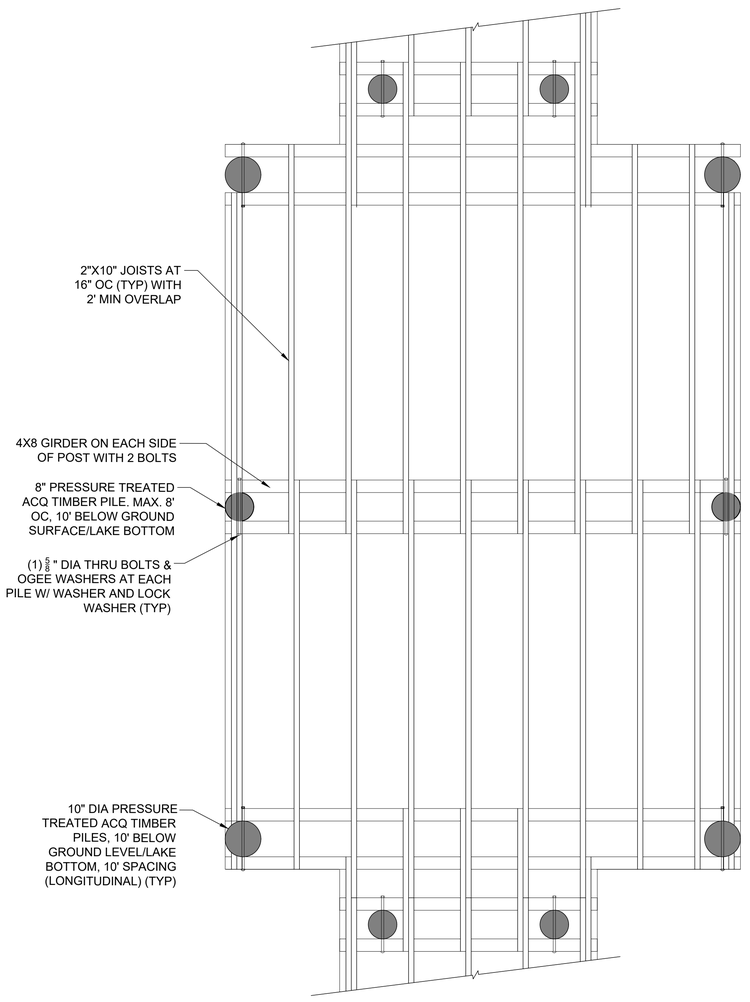
CROSS SECTION

NOTES:

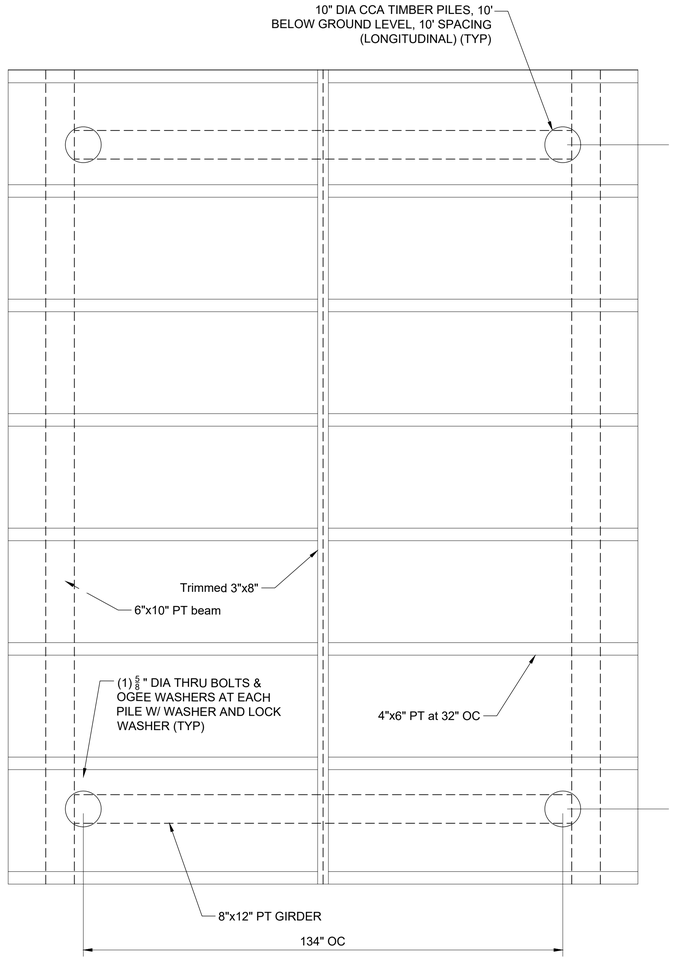
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL WOOD TO BE PRESSURE TREATED ACQ (AMMONIATED COPPER QUATERNARY).
3. TIMBER PILE TO BE PRESSURE TREATED ACQ AND TO HAVE RETENTION DESIGNED FOR CONTINUOUS WATER AND SOIL CONTACT.
4. ALL DECK AND RAILING SCREWS TO BE STAR DRIVE 3" STAINLESS
5. COMPOSITE DECK BOARD COLOR TO BE DETERMINED
6. REINFORCEMENT BAR TO HAVE A MIN CLEARANCE OF 3" ON BOTTOM, AND 1.5" CLEARANCE ON SIDES AND TOP OF CONCRETE FOOTING AND ABUTMENT WALL.
7. PROVIDE CHAIN AND LOCK FOR SECURING GATE.
8. FENCING AND POSTS SHALL BE BLACK, VINYL CLAD. KNUCKLED UNDER MESH.
9. ALL HARDWARE TO BE BLACK VINYL COATED.
10. ALL FENCE PARTS SHALL BE GALVANIZED.
11. PILE INSTALLATION TO BE MONITORED BY GEOTECH ENGINEER.

1 BOARDWALK LOOKOUT DETAIL

N.T.S.



LOOKOUT BOARDWALK PLAN VIEW

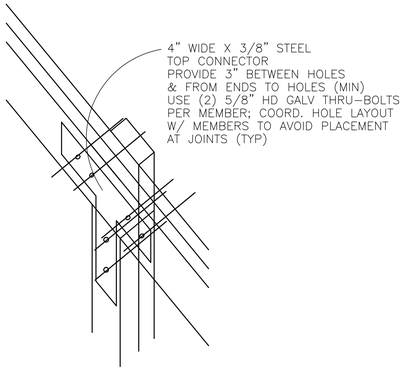


LOOKOUT ROOF PLAN VIEW

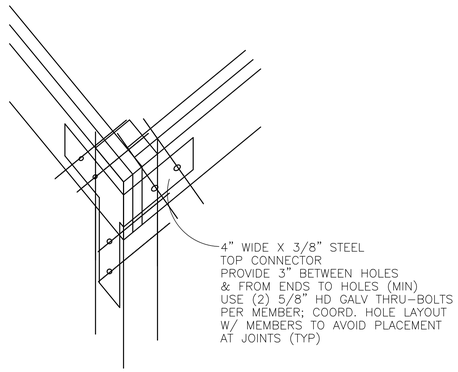


LARRY A. LACKEY, JR., PE
FL PE NO 59904

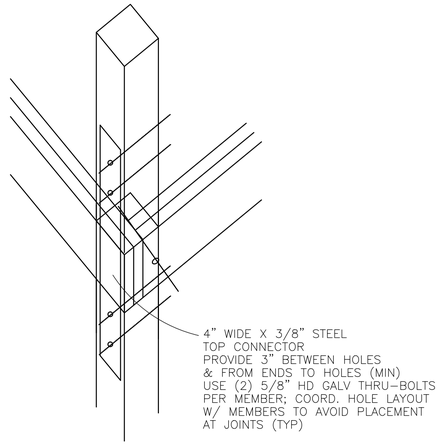
			MADRID CPWG ENGINEERING, INC. 5001 N. NEBRASKA AVENUE TAMPA, FL 33603 813-361-2644	THIS HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LARRY A LACKEY, JR. PE ON THE REFERENCED DATE USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY. LARRY LACKEY, JR., PE FL. PE. NO. 59904 — DATE	Crystal Lake Park Polk County, Florida	DRAWN BY: MR DESIGNED BY: MR/LJ CHECKED BY: LL	DATE: 05/27/2025 SCALE: refer to plan JOB NO.: M2415567	CONSTRUCTION DETAILS (2)	SHEET NUMBER C5.0 OF 12 SHEETS
1	05/27/25	BID PACKAGE						
NO.	DATE	REVISION						



STEEL 'T' LINE POST
NTS



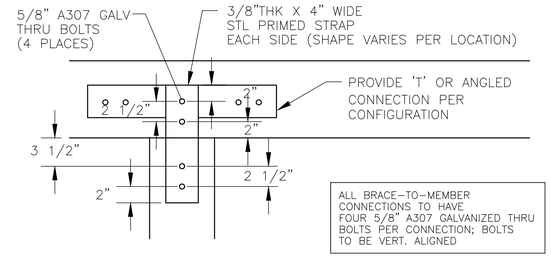
STEEL 'T' WRAPPED TOP OF POST
NTS



STEEL PLATE AT POST-TO-POST
NTS

CONNECTOR NOTES:

1. ALL STEEL CONNECTORS SHALL BE DOUBLE HOT DIPPED GALVANIZED AFTER FABRICATION
2. TOP CONNECTORS SHALL BE INSTALLED WITH HD GALV THRU BOLTS
3. POSTS SHOWN GRAPHIC REPRESENTATION ONLY; SEE PLANS FOR SHAPE/SIZE (IE. ROUND/DIAMETER)
4. SUBMIT FULL SHOPE AND FABRICATION DRAWINGS TO ENGINEER TO REVIEW



POST/GIRDER CONNECTOR DETAIL
NTS

POST/PIER-TO-GIRDER CONNECTOR DETAILS
NTS

LARRY ALTON LACKEY
LICENSE
No. 59904
5/27/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LARRY A. LACKEY, JR., PE
FL PE NO 59904

NO.	DATE	REVISION
1	05/27/25	BID PACKAGE

MADRID CPWG ENGINEERING, INC.
5001 N. NEBRASKA AVENUE
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LARRY LACKEY, JR., PE
FL. PE. NO. 59904

DATE

Crystal Lake Park
Polk County, Florida

DRAWN BY: MR
DESIGNED BY: MR/LJ
CHECKED BY: LL
DATE: 05/27/2025
SCALE: refer to plan
JOB NO.: M2415567

CONSTRUCTION DETAILS (3)

SHEET NUMBER
C6.0
OF 12 SHEETS

"ATTACHMENT B"

POLK COUNTY

U.S. Department of Housing and Urban Development (HUD)
Special Conditions
Must be included in all BID packets

1. **Federal Labor Standards Provisions. HUD-4010**

2. **Wage Decision(will be attached to bid)**

3. **Form WH-347, Weekly Payroll**

4. **Record of Employee Interview**

5. **Statement of Acknowledgment Form 1413 to be completed**

6. **Davis Bacon Postings**

7. **Section 3 Policy Guide for Contractors with Forms to be Completed**
   HUD Assurance of Compliance
   Section 3 Business Concern Certification for Contracting
   Section 3 Worker and Targeted Section 3 Worker Self-Certification
   Non Compliance: Qualitative Efforts(must submit all applicable documents

8. **Section 3 Postings**

** All Davis Bacon/Section 3 documents must be submitted to the HND Compliance Section to prevent delays in payment processing:

Original Davis Bacon Payroll must be submitted weekly to HND office. All Section 3 documents must be submitted within 5 days of award date.

Point of Contact:
Kelly Carter
Community Development Supervisor
863-534-5243
kellycarter@polk-county.net

Last updated 1/30/2025

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. 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 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 29 CFR 5.5(a)(4). 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 29 CFR 5.5(a)(1)(iii)) 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.

ii. Frequently recurring classifications

A. 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 29 CFR 5.5(a)(1)(iii), provided that:

1. 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;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). 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.

iii. Conformance

A. 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:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. 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.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). 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 29 CFR 5.5 (a)(1)(iii)(C) or (D) 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.

iv. 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.

v. 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 29 CFR 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.

vi. 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

i. Withholding requirements

The U. S. Department of Housing and Urban Development 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 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 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 (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** 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;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. 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.
- **B. 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.
- **C. Additional records relating to fringe benefits***.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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.

D. **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.

ii. **Certified payroll requirements**

A. **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 HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. 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

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), 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 Web site 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 sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **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:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. 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

3. 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.

D. 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 29 CFR 5.5(a)(3)(ii)(C).

E. 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.

F. 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.

G. 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.

iii. 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.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. 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 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. 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 HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, 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

i. Apprentices

A. 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.

B. 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.

C. 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 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), 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.

D. 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.

ii 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.

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.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development 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.

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.

9 Disputes concerning labor standards. 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.

i. 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 29 CFR 5.12(a).

ii. 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 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** 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, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any 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 must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 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.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) 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 29 CFR 5.5(b)(1), in the sum of $31 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 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 29 CFR 5.5(b) 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 29 CFR 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.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** 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;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** 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 29 CFR 5.5(b)(1) through (5) 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 29 CFR 5.5(b)(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:

- **i.** 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 29 CFR part 5;
- **ii.** 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 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 01/31/2028.

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

"Check Box" for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

"Check Box" for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Submit Feedback

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number "1", enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. ***Note:*** *workers' full Social Security numbers must* ***not*** *be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter "J" if the worker is a journeyworker or "RA" if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter "T" for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with "M" on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time ("ST") and overtime ("OT") in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime ("OT") (including hours worked on and off the site of the work of the covered contract). ***Note:*** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit Overtime Pay on Government Contracts.*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. ***Note:*** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Submit Feedback

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. ***Note:*** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits

Submit Feedback

provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. ***Note:*** *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)		(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION		ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
																TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	TOTAL HOURLY CREDIT
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hrly Credit $	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, email address and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee about the frequency of pay (weekly, biweekly, semi-monthly or other).

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

Note: Please ensure responses are legible and easy to read.

1a. Project Name	2a. Employee's Full Name
1b. Project Number	2b. Employee's Phone Number (including area code) and Email Address
1c. Contractor or Subcontractor (Employer—not individual's name or supervisor's name)	2c. Employee's Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job and average weekly hours worked?	3b. Last date on this job before today?	3c. Number of hours last day on this job?	4a. Hourly Rate of Pay	4b. Fringe benefits?	4c. Frequency of Pay:
				Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Weekly ☐ Biweekly ☐ Semi-monthly ☐ Other ☐

5. Your Job Classification(s) (list all and continue on a separate sheet if necessary):

6. Your Duties:

7. Tools or Equipment Used:

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ (1.5x regular hourly rate) for all hours worked in excess of 40 in a week?	☐	☐
8a. Have you provided a copy of your apprenticeship certificate?	☐	☐			
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties Observed by the Interviewer (Please be specific):

14. Remarks

15a. Interviewer Name (please print)	15b. Signature of Interviewer	15c. Date of Interview

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete **Form HUD-11 (03/2025)**

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)

18. Additional Remarks

Historial de Entrevista del Empleado	Departamento de Vivienda y Desarrollo Urbano de los EE. UU. Oficina de Davis-Bacon y Normas Laborales	Núm. de Aprobación de la OMB 2501-0009 (exp. 03/31/2028)

Instrucciones

Instrucciones generales:

Este formulario será utilizado por personal de HUD y las agencias locales para registrar toda información recopilada durante las entrevistas en el sitio con obreros y mecánicos empleados en proyectos sujetos a los requisitos federales de tasas vigentes. Por lo general, el personal encargado de realizar las entrevistas en el sitio y utilizar este formulario incluye al personal de HUD e inspectores de construcción contratados, personal especializado en las normas laborales de HUD e inspectores de contratos de normas laborales de las agencias locales.

La información recopilada en el formulario HUD-11 se evalúa para verificar el cumplimiento general y se compara con los informes de nómina certificados presentados por el patrón correspondiente. Esta comparación examina la veracidad de los informes de nómina y puede ser fundamental para la conclusión exitosa de las acciones de cumplimiento en caso de que existan violaciones a las normas laborales. La meticulosidad y exactitud de la información recopilada durante las entrevistas es esencial.

Tenga en cuenta que tanta la entrevista como la información recopilada en el formulario HUD-11 se consideran confidenciales. Las entrevistas deben realizarse de manera individual y privada. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben estar disponibles para las entrevistas a solicitud del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas deben llevarse a cabo de una manera y en un lugar que sean apropiados para los fines de la entrevista y que causen el menor inconveniente al patrón(es) y empleado(s).

Instrucciones para completar el formulario HUD-11

Números 1a - 1c: Autoexplicativos

Números 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, dirección de correo electrónico y su dirección residencial. Muchos trabajadores de construcción usan una dirección residencial temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede reenviar la correspondencia. Obtenga una dirección más permanente, si es posible. Pídale al empleado que proporcione una forma de identificación (por ejemplo, licencia de conducir) para verificar su nombre.

Números 3a – 4c: Anote las respuestas del empleado. Pregúntele sobre la frecuencia de pago (semanal, quincenal, semimensual, u otro)

Números 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación del trabajo (#5) deberá identificar el tipo de oficio que desempeña (por ejemplo, carpintero, electricista, plomero) – respuestas como “jornalero” o “mecánico” no son útiles para nuestros propósitos.

Números 8 – 12b: Autoexplicativos

Números 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante las entrevistas en el sitio. Por favor, sea específico respecto a los deberes que observó que desempeñaba el empleado. Será más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor, anote cualquier comentario u observación que pueda ser útil. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores formaban el equipo? ¿Se mostraba evasivo el empleado?

El nivel de especificidad justificado está directamente relacionado con el grado en el que la(s) entrevista(s) u otras observaciones indican que existen posibles violaciones. Si las entrevistas indican que puede haber pagos insuficientes relacionados con algún(os) oficio(s) en particular, se le recomienda al entrevistador que entreviste a tantos trabajadores de este(os) oficio(s) que estén disponibles.

Números 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser revisada para conformidad general. Por ejemplo, ¿la clasificación del trabajo y el salario declarados por el empleado son compatibles con las clasificaciones y los salarios establecidos en las decisiones de salario correspondientes? ¿Concuerden los deberes observados por el entrevistador y la clasificación del trabajo?

Número 18: Por favor, coloque aquí cualquier información adicional que desee documentar o información adicional de otras secciones que no quepa en los espacios correspondientes.

Una vez que se reciban los informes de nómina certificados correspondientes, la información en el HUD-11 se comparará con los informes de nómina. Cualquier discrepancia en la información en el HUD-11 y los informes de nómina deberá ser anotada en el número “16. Comentarios”. Si se observa alguna discrepancia, deberán tomarse las acciones de seguimiento necesarias para resolverla.

Historial de Entrevista del Empleado	**Departamento de Vivienda y Desarrollo Urbano de los EE. UU. Oficina de Davis-Bacon y Normas Laborales**	Núm. de Aprobación de la OMB 2501-0009 (exp. 03/31/2028)

Se estima que la carga del público para reportar datos para esta recopilación de información es de un promedio de 15 minutos por respuesta. Esto incluye el tiempo para revisar las instrucciones, buscar en las fuentes de datos existentes, recopilar y mantener los datos requeridos, así como completar y revisar la recopilación de información. Esta agencia no puede recopilar esta información, ni está usted obligado a completar este formulario, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). Se recopila la información para garantizar el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas con los trabajadores de la construcción. La información recopilada ayudará a HUD en la monitorización de cumplimiento; la información será utilizada para examinar la veracidad de los informes de nómina certificados presentados por el empleador. **Información confidencial.** La información recopilada en este formulario se considera confidencial y está protegida por La Ley de Privacidad. La Ley de Privacidad exige que se mantenga esta información con las protecciones administrativas, técnicas y físicas apropiadas para garantizar su seguridad y confidencialidad. Además, se debe proteger esta información contra cualquier amenaza o daño anticipado a su seguridad o integridad que pueda resultar en el daño, vergüenza, inconveniencia, o injusticia sustancial de cualquier individuo cuya información se conserve. **La información recopilada aquí es voluntaria y cualquier dato proporcionado será tratado de manera confidencial.**

Aviso: Por favor, asegúrese de que sus respuestas sean legibles y fáciles para leer.

1a. Nombre del proyecto	2a. Nombre completo del empleado
1b. Número del proyecto	2b. Número de teléfono (incluido el prefijo local) y dirección de correo electrónico del empleado
1c. Contratista o subcontratista (Patrón – no el nombre del individuo ni del supervisor)	2c. Dirección residencial y código postal del empleado
	2d. ¿Verificación de identificación? Sí ☐ No ☐

3a. ¿Cuánto tiempo lleva en este trabajo y cuál es el promedio de las horas trabajadas por semana?	3b. ¿Última fecha en este trabajo antes de hoy?	3c. ¿Cuántas horas trabajadas en su último día en este trabajo?	4a. Salario por hora	4b. ¿Beneficios complementarios?	4c. Frecuencia de pago:
				Seguro médico Sí ☐ No ☐ Pensión Sí ☐ No ☐	Semanal ☐ Quincenal ☐ Semimensual ☐ Otro ☐

5. La(s) clasificación(es) de su trabajo (enumere todas y continúe en hoja separada si es necesario):

6. Sus deberes:

7. Herramientas o equipo utilizados:

	Sí	No		Sí	No
8. ¿Es aprendiz o está en capacitación?	☐	☐	10. ¿Le pagan al menos tiempo y medio (1.5 veces su salario regular por hora) por todas las horas trabajadas que exceden las 40 horas semanales?	☐	☐
8a. ¿Ha proporcionado una copia de su certificado de aprendizaje?	☐	☐			
9. ¿Le pagan todas las horas que trabaja?	☐	☐	11. ¿Alguna vez le han amenazado o coaccionado a entregar parte de su paga?	☐	☐

12a. Firma del empleado	12b. Fecha

13. Deberes observados por el entrevistador (Por favor sea específico):

14. Comentarios

15a. Nombre del entrevistador (use letra de molde)	15b. Firma del entrevistador	15c. Fecha de la entrevista

Examinación de Nómina

16. Comentarios

17a. Firma del examinador de nómina	17b. Fecha

18. Comentarios adicionales

Statement And Acknowledgment

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Part I - Statement Of Prime Contractor

1. Prime Contract Number	2. Date Subcontract Awarded	3. Subcontract Number

4. Prime Contractor			5. Subcontractor		
a. Name			a. Name		
b. Street Address			b. Street Address		
c. City	d. State	e. ZIP Code	c. City	d. State	e. ZIP Code

6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:

a. Name Of Awarding Firm

b. Description Of Work By Subcontractor

8. Project	9. Location

10a. Name Of Person Signing	11. By (Signature)	12. Date Signed
10b. Title Of Person Signing		

Part II - Acknowledgment Of Subcontractor

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)
Payrolls and Basic Records
Withholding of Funds
Disputes Concerning Labor Standards
Compliance with Construction Wage Rate Requirements and Related Regulations
Construction Wage Rate Requirements
Apprentices and Trainees
Compliance with Copeland Act Requirements
Subcontracts (Labor Standards)
Contract Termination - Debarment
Certification of Eligibility

14. Name(s) Of Any Intermediate Subcontractors, If Any

A		C	
B		D	

15a. Name Of Person Signing	16. By (Signature)	17. Date Signed
15b. Title Of Person Signing		

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Kelly Carter
Housing and Neighborhood Development (HND)
Community Development Supervisor
Tel: 863-534-5243 Fax: 863-534-0349
Email: kellycarter@polk-county.net

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd

WH1321 REV 07/24

DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

SALARIOS PREVALECIENTES
No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO
Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES
Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

REPRESALIAS
La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas.

PAGO APROPIADO
Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Kelly Carter
Housing and Neighborhood Development (HND)
Community Development Supervisor
Tel: 863-534-5243 Fax: 863-534-0349
Email: kellycarter@polk-county.net

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.
866-487-9243
dol.gov/agencies/whd
WH1321 SPA REV 07/24

Polk County
Housing and Neighborhood
Development Office

SECTION 3 FOR CONTRACTORS

CONTENTS

Introduction

Definitions

Applicability

Benchmark and Requirements

Record Keeping Requirements

Eligibility for Section 3 Worker and Targeted

Business Concerns Eligibility

Non-Compliance

Section 3 Clause

Point of Contact:
Kelly Carter
Community Development Supervisor
863-534-5243
kellycarter@polk-county.net

EQUAL HOUSING OPPORTUNITY



Housing and Neighborhood Development

SECTION 3

POLICY GUIDE

Contents

I. Introduction 3

II. Definitions 3

III. Applicability 5

IV. Benchmarks and Requirements 6

V. HND Reporting Requirements 6

VI. Record Keeping Requirements 7

VII. Section 3 Worker and Section 3 Target Worker Eligibility 8

VIII. Business Concern Eligibility 10

IX. Non-Compliance 11

X. Section 3 Clause 11

I. Introduction

Polk County Housing and Neighborhood Development (HND) has compiled this Section 3 Policy Guide to assist contractors and subcontractors in complying with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 (hereafter "Section 3").

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

II. Definitions

1. **Section 3 Worker:** A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
    - The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
    - The worker is employed by a Section 3 business concern; or
    - The worker is a YouthBuild participant(ages 16-24).

2. **Targeted Section 3 Worker**: A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
   (1) is employed by a Section 3 business concern; or
   (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   (i) A resident of public housing or Section 8-assisted housing;
   (ii)A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
   (iii) A YouthBuild participant(ages 16-24).

3. **Section 3 Business Concern**: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
   1. At least 51 percent owned and controlled by low- or very low-income persons;
   2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
   3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

4. **Low- and very low-income**: Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html

5. **YouthBuild:** YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that

include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: https://www.dol.gov/agencies/eta/youth/youthbuild

6. **Section 3 project:** Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.) The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

7. **Section 3 funding:** A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

8. **Safe Harbor:** Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks. If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

III. Applicability

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.

a) **Community Development Assistance**: Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.

Section 3 also applies to projects with more than $200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants ($100,000 threshold;
- Healthy Homes Production Grants ($100,000 threshold; Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

b) Public Housing Financial Assistance:

Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);

Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;

Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and

The entirety of a mixed-finance development project as described in 24 C.F.R. 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact Section3@hud.gov to determine applicability to a particular project/activity.

c) **Non-HUD Assistance programs**: Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds.

d) **Professional service contracts**: Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services

e) **CDBG Entitlement recipients:** If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds $200,000, then Section 3 applies to the project.

IV. Benchmarks and Requirements

Section 3 Workers must make up 25% of the total number of labor hours worked by all workers and Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers. The Section 3 benchmarks are minimum targets that must be reached in order for HUD/HND to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted

Section 3 workers.

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

HND Policy:

HND adheres to HUD's benchmarks requiring:

1. Section 3 Workers make up 25% of the total number of labor hours worked by all workers.
2. Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers.

Contractors shall make additional qualitative efforts to refer Section 3 workers to training and technical assistance to help, compete for jobs (e.g., resume assistance, career coaching, application assistance).

V. HND Reporting & Compliance Requirements

HND requires recipients to report the following benchmark data: (1) the total number of labor hours worked, (2) the total number of labor hours worked by Section 3 workers, and (3) the total number of labor hours worked by Targeted Section 3 workers.

a) **Legacy Contracts:** Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020, are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS.

b) **New Rule Contracts:** Contracts executed or projects for which assistance or funds were committed after November 30, 2020, must follow the reporting standards of this policy guide.

HND Policy:

HND requires all recipients to provide:
(1) the total number of labor hours worked,
(2) the total number of labor hours worked by Section 3 workers, and
(3) the total number of labor hours worked by Targeted Section 3 workers.

HND requires all recipients to input data for all projects through a designated data management program. Recipients must submit data reports within 10 days from the end of the set quarterly reporting timeframes.

HND requires all recipients to produce relevant documents related to labor hours reporting metrics and business certification, upon requests, within 14 days.

Recipients are required to ensure their own compliance and the compliance of their subcontractors

with the Section 3 regulations, as outlined at 24 C.F.R. part 75. These responsibilities include but are not limited to the following:

- Designing and implementing procedures to comply with the requirements of Section 3
- Facilitating the training and employment of Section 3 workers
- Ensuring Compliance and Meeting Numerical Benchmarks
- Meet HND Reporting Requirements and respond to documentation production request(s)

VI. Record Keeping Requirements

Recipients must follow the recordkeeping requirements found at 24 C.F.R. § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 C.F.R. §75.31.

Recipients must follow 2 C.F.R. Part 200 (as referred to in 24 C.F.R. §75.31) that establishes three (3) years, see applicable excerpt below:

2 C.F.R. § 200.334

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award **must be retained for a period of three years** from the date of submission of the final expenditure report or for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation*. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation*. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

HND Policy:

HND must follow the State of Florida's *General Records Schedule GS1-SL for State and Local Government Agencies* that establishes five (5) years as the minimum retention records for these documents, subject to the exceptions listed in 2 C.F.R. § 200.334, see above.

VII. Section 3 Worker and Section 3 Target Worker Eligibility

A recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
- The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
- The worker is a YouthBuild participant(ages 16-24).

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

(1) is employed by a Section 3 business concern; or

(2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant(ages 16-24).

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 C.F.R. part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing

or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

(i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(ii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iii) An employer's certification that the worker is employed by a Section 3 business concern; or

(iv) A worker's certification that the worker is a YouthBuild participant(ages 16-24).

HND Policy:

HND will accept various forms of evidence to establish Section 3 eligibility documentation which includes, but is not limited to the following:

- Proof of residency in a public housing.
- Other income/employment evidence as determined by HND/contractor on a case-by-case basis.
- Certification from the worker's employee.
- Evidence of participation in the YouthBuild program.

VIII. Business Concern Eligibility

A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, limited liability company, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

a) Business Concern Certification:

Prospective Section 3 workers and business concerns must self-certify that they meet the requirements as defined in the regulations by submitting a business concern application (See Attachment in packet) to HND. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are

performed by Section 3 workers; or

3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

b) Non-profit organizations: A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 C.F.R. § 75.5 in order to receive Section 3 preference.

c) Bid Preferences: In order to meet the requirements for a bidding preference under Section 3, the business applicant must (1) self-certify that the company is a business concern, as defined by meeting one of the three standards of certification; (2) submit a business application to HND stating the self-certification and standards met under Section 3 rules; and (3) receive certification approval from the HND Section 3 Coordinator, Compliance Manager, or their designee.

d) Facilitating the award of contracts to Section 3 business concerns: HND may work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

e) Entitlements: Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking. Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities.

IX. Non-Compliance

a) Qualitative Efforts: If reporting indicates that the agency has not met the Section 3 benchmarks, recipient must report in a method prescribed by HND on the qualitative nature of its activities pursued per 24 C.F.R. § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided link information for training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

b) **Complaints:** Complaints alleging failure of compliance with 24 C.F.R. § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

X. Section 3 Clause

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder (contractor), and bidder's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

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 the employment and other economic opportunities generated by HUD assistance of 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 C.F.R. Part 75 , 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 Part 75 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 worker's 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 C.F.R. Part 75, 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 C.F.R. Part 75. 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 C.F.R. Part 7.

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 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 75.

F. Non-compliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: http://www.dol.gov/ofccp/.

Section 3 of the Housing and Urban Development Act of 1968

Old Rule - 24 CFR Part 135	New Rule - 24 CFR Part 75
Focusing on sustained employment of low- and very low-income populations	
A new hire for a temporary, one-month job and a new hire for a permanent, year-round job counted the same, instead of placing more value on long-term employment.	Recognizes the greater value of the permanent job by focusing on labor hours instead of new hires, creating an incentive for employers to invest in and retain their newly hired low-income workers.
Crediting successful sustained employment in reporting benchmarks	
Former benchmarks: • 30% of persons hired by Section 3 funding must be Section 3 residents • 10% of total funds for construction contracts awarded to Section 3 businesses • 3% of total funds for non-construction contracts awarded to Section 3 businesses • No updates to these benchmarks	Final rule benchmark notice: • 25% of all labor hours must be performed by a Section 3 worker • 5% of all labor hours must be performed by Targeted Section 3 workers • Benchmark notice should be updated by the Secretary every three years
Allowing varied outcomes for different geographies and activities	
Section 3 residents are: • Public housing residents • Low- and very low-income persons who live in the metropolitan area or non-metropolitan county where a HUD assisted project for housing or community development is located	Section 3 workers are: • Workers whose incomes for the previous or annualized calendar year are below the income limit established by HUD • Employed by a Section 3 business concern • YouthBuild participants
Under the old rule, there is no distinction or prioritization of hiring Targeted Section 3 workers.	New rule emphasizes the priority hiring of Targeted Section 3 workers living in public or Section 8-assisted housing or within a 1 mile radius of the project site.
Section 3 business concerns are: • At least 51% owned by Section 3 residents • At least 30% of employees are currently Section 3 residents, or were within first three years of employment • Businesses that subcontract more than 25% of all subcontracts to a Section 3 business concern	Section 3 business concerns are: • At least 51% owned and controlled by low- or very low-income persons • Businesses where Section 3 workers perform over 75% of the labor hours over a three-month period • At least 51% owned and controlled by current public housing or Section 8-assisted housing residents
Integrating Section 3 into the program offices	
Enforcement and compliance was performed by the Office of Fair Housing and Equal Opportunity.	Enforcement and compliance will be integrated into regular program office work.
Reducing reporting requirements for grantees who are meeting benchmarks	

APPENDIX A: DEFINITIONS

The terms *HUD, Public housing,* and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant(ages 16-24).

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild(ages 16-24) programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

HUD Assurance of Compliance (Section 3, Title 24 CFR Part 75 Subpart B 75. 9-17)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth on title 24 Part 75 Subpart B, published in Federal Register on March 30, 2022, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 24 Subtitle A (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 75.9 (a) (b).

COMPANY:_____
SIGNATURE:_____
ADDRESS:_____
DATE: _____

HUD (Departamento de Vivienda y Desarrollo Urbano). Garantía de Complimiento (Sección 3, Titulo 24. Código de Regulaciones Federales (CFR) Parte 75 Subparte B 75. 9-17)

ENTRANAMIENTO, EMPLEO, Y OPORTUNIDADES DE CONTRATOS PARA NEGOCIOS Y PARA PERSONAS DE BAJO INGRESO.

A. El proyecto de asistencia bajo este (contrato) (convenio) está sujeto a los requerimientos de la Sección 3 del Acto del 1968 de el Desarrollo de Vivienda Urbana, tal como está modificado en el 12 U.S C. 17 OU. La Sección 3 requiere que, bajo toda la extensión factible, oportunidades de entrenamiento y empleo sean facilitados a residentes de bajo ingreso que residan en el área del proyecto y que contratos de trabajo que tengan conexión con el proyecto sean facilitados a preocupación de negocios que estén localizados dentro del área, o que en su gran mayoría esos dueños de negocios sean personas que residan en el área del proyecto.

B. A pesar de cualquier otra provisión, este (contrato) (convenio), el (aplicante) (recipiente) llevara a cabo todas las provisiones del decreto en Sección 3 y las todas las regulaciones declaradas por el Secretario, estipuladas en el titulo 24 Parte 75 Subparte B, publicada en el Registro Federal el 30 de Marzo del 2022, y todas las reglas aplicables y las órdenes del Secretario estipuladas bajo la ejecución de este (contrato) (convenio). Los requerimientos de dichas regulaciones incluyen pero no están limitados para desarrollar e implementar un plan de acción afirmativo para utilizar con preocupación de negocios que estén ubicados dentro del área y que los dueños en su gran mayoría sean personas que residan en el área del proyecto; que hagan esfuerzos de buena fe, tal como está definido en la regulación para proveer entrenamiento, empleo y oportunidades de negocios en la Sección 3; y en corporación de la "Clausula de la Sección 3" especificada por el Subtítulo A (b) de la Sección 24 de las regulaciones en todos los contratos de trabajo en conexión con el proyecto. El (aplicante) (recipiente) certifica y acepta que no está bajo ninguna incapacidad contractual que le prevenga cumplir con esos requerimientos.

C. El cumplimiento con la provisión de la Sección 3, las regulaciones estipuladas en CFR 24 Parte 75, y todas las reglas aplicables y ordenes de el Secretario emitido bajo previa aprobación por el Gobierno de la aplicación de este (contrato) (convenio) será una condición de la asistencia financiera Federal provista para el proyecto, vinculando entre (aplicante) (recipiente), sus sucesores y sus asignados. En caso de fallar a cumplir con estos requerimientos, el (aplicante) y (recipiente) sus contratistas y subcontratistas sucesores y asignados estarán sujetos a las sanciones especificadas en el (contrato) (convenio), y a las sanciones como están especificadas en el CFR 24 Sección 75.09 (a) (b).

Compañía: _____

Firma: _____

Dirección: _____

Fecha: _____

Manual de Contratos Sección 3. Actualizado HND/Ln 7/18/23.

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons.

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

.

Print Name: _____

Signature: _____Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐**YES** ☐**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of (_____)

Or

Housing & Neighborhood Development (HND)

Polk County

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for Polk

Income Limits Category	FY23 (Effective June 2023 Income Limits
Extremely Low Income Limits (30%)	
Very Low Income Limits (50%)	
Low Income Limits (80%)	

% OF AREA MEDIAN INCOME	CDBG UP TO 80% (Federal Funds)		
	EXTREMELY LOW	VERY LOW	
	30%	50%	80%
	30%	**50%**	**80%**
BASED ON FAMILY SIZE	HUD & FHFC	HUD & FHFC	HUD & FHFC
1	$ 15,000.00	$ 25,000.00	$ 40,000.00

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant (ages 16-24).

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant (ages 16-24).

Certificado de Contrato de Sección 3 Para Preocupación de Negocios

_____

Instrucciones: Llene esta forma y seleccione el criterio que más aplique para certificar el estado de preocupación de negocio para Sección 3.

Información del Negocio

Nombre del Negocio _____

Dirección del Negocio _____

Nombre del Dueño del Negocio _____

Teléfono del Dueño del Negocio _____

Correo Electrónico _____

Información de Contacto Preferido

_____ Igual que Arriba

Nombre del Contacto Preferido _____

Teléfono del Contacto Preferido _____

Tipo de Negocio (Seleccione de las siguientes opciones):

___ Corporación ___ Asociación de Negocio ___ Propietario Único ___ Proyecto Conjunto

Seleccione UNA de las siguientes tres opciones que apliquen:

____ En el negocio, al menos el 51 por ciento es del dueño y controlado por personas de bajo ingreso.

____ En el negocio, al menos 51 por ciento es del dueño y controlado por residentes de vivienda publica o residentes que actualmente viven en vivienda de asistencia de Sección 8.

____ En los últimos 3 meses, más del 75 por ciento de las horas laborables del negocio son por trabajadores de Sección 3.

Afirmación Para Preocupación de Negocios

Yo afirmo que el testamento anterior es verdadero, completo y correcto según lo entiendo y creo. Yo entiendo que negocios que se hagan pasar por Preocupación de Negocios de Sección 3 y reporten información falsa a (recipiente/garante) su contrato puede ser anulado y sea negado de consideraciones futuras para otras oportunidades de contratos. Yo aquí certifico, bajo penalidad de la ley, que la siguiente información es correcta según entiendo.

Emprima Nombre: _____

Firma: _____

*Esta certificación expira 6 meses después de esta firma

Información de Preocupación de Negocios de Sección 3 puede ser encontrada en 24 CFR (Código de Regulaciones Federales) 75.5

PARA USO DE ADMINISTRACION SOLAMENTE

¿BASADO EN ESTA CERTIFICACION, ES ESTE UN PREOCUPACION DE NEGOCIOS?
____ SI ____ NO

EMPLEADOS DEBEN MANTENER ESTA FORMA EN EL EXPEDIENTE DE CUMPLIMIENTO DE LA SECCION 3 POR CINCO ANOS.

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐YES ☐NO
2. Are you a resident of the Polk County ☐YES ☐NO
3. In the field below, select the amount of ***individual income*** you believe you earn on an annual basis.

☐ **Less than $10,000**	☐ **$30,001 - $40,000**	☐ **More than $60,000**
☐ **$10,001 - $20,000**	☐ **$40,001 - $50,000**	
☐ **$20,001 - $30,000**	☐ **$50,001 - $60,000**	

Select from *ONE* of the following two options below:

I qualify as a:

☐ Section 3 Worker as defined on page 3 of Section 3 Policy Guide- II. Definitions

☐ Targeted Section 3 Worker as defined on pages 3 of Section 3 Policy Guide-II.Definitions

Employee Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name:_____Date Hired: _____

Signature:_____Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐**YES** ☐**NO**

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐**YES** ☐**NO**

Was this an applicant who was hired as a result of the Section 3 project? ☐**YES** ☐**NO**

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of _____

Polk County Housing & Neighborhood Development

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits

FY 20__ Income Limit Area	Income Limits Category	FY 2023 Income Limits
City of _____	Extremely Low Income Limits (30%)	
	Very Low Income Limits (50%)	
	Low Income Limits (80%)	

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

% OF AREA MEDIAN INCOME	CDBG UP TO 80% (Federal Funds)		
	EXTREMELY LOW	VERY LOW	
	30%	50%	80%
	30%	**50%**	**80%**
BASED ON FAMILY SIZE	HUD & FHFC	HUD & FHFC	HUD & FHFC
1	$ 15,000.00	$ 25,000.00	$ 40,000.00

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant (ages 16-24).

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant (ages 16-24).

Targeted Section 3 Worker Definition (for housing and community development)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
    - A YouthBuild participant (ages16-24).

Certificación Personal de Trabajador Sección 3 y del Trabajador Objetivo de Sección 3

El propósito de la Sección 3 de HUD (Departamento de Vivienda Urbana) es proveer empleo, entrenamiento y oportunidades de contratos a individuos de baja entrada, particularmente esos que reciben asistencia de vivienda del gobierno o de otros programas de asistencias de vivienda pública. **Su respuesta es voluntaria, confidencial, y no efecto su empleo.**

Elegibilidad para Trabajador de Sección 3 o Trabajador Objetivo de Sección 3

Un trabajador sección 3 aplicando para ser certificado debe de personalmente llenar este formulario a el contratista o subcontratista certificando si es un trabajador de Sección 3 o un Trabajador Objetivo de Sección 3 según se define en 24 CFR (Código de Regulaciones Federales) Parte 75.

Instrucciones: Entre/seleccione la información apropiada para confirmar su estatus de Trabajador de Sección 3 o Trabajador Objetivo de Sección 3.

Nombre de Trabajador: _____

1. ¿Es usted un residente de programa de asistencia de vivienda publica o es un recipiente de Vale (Voucher Holder) de sección 8? ____SI ____ NO

2. ¿Es usted residente del Condado de Polk? ____SI ____ NO

3. Debajo, seleccione la cantidad de <u>ingreso individual</u> que usted cree que puede ganarse anualmente.

   ___ Menos de $10,001
   ___ $10,001 - $20,000
   ___ $20,001 - $30.000
   ___ $30,001 - $40,000
   ___ $40,001 - $50,000
   ___$50,001 - $60,000
   ___ Mas de $60,000

   Seleccione una de las siguientes opciones:
   Yo cualifico como:
   ___ Trabajador sección 3 (como se define en la página 4 en la Forma de Certificación)
   ___ Trabajador Sección 3 Objetivo (como se define en la página 4 en la Forma de Certificación)

Confirmación del Trabajador

Yo confirmo que el testamento (de la página 1 de este formulario) es verdadero, completo, y correcto según entiendo y creo. Yo, certifico aquí, bajo penalidad de la ley, que según entiendo esta información es correcta.

Dirección de Trabajador: _____

Nombre Emprimado: _____ Primer día de empleo: _____

Firma: _____ Fecha: _____

PARA USO DE ADMINISTRACION SOLAMENTE

¿Es este un Trabajador Sección 3 basado en su certificación personal? **____ SI** **____ NO**
¿Es este un Trabajador Objetivo de Sección 3 basado en su certificación personal? **____ SI** **____ NO**
¿Fue este un aplicante empleado como resultado del proyecto de Sección 3? **____ SI** **____ NO**
¿Si es SI, cual es el nombre de la compañía? _____
¿Cuál fue la fecha del primer día de empleo? _____

EMPLEADOS DEBEN DE MANTENER ESTA FORMA EN EL EXPEDIENTE DE CUMPLIMIENTO DE LA SECCION 3 POR CINCO ANOS.

La Ciudad de _____

Desarrollo de Vivienda y Vecindad del Condado de Polk

Límites de Ingresos de Sección 3

Guía de Elegibilidad

Año 21-22 Área de Limite de Entrada	Categoría de Limites de Entrada	Año 201-22 Limite de Entrada
Ciudad de _____	Limite de Entrada Extremada mente Baja (30%)	
	Limite Muy Baja (50%)	
	Limite Baja (80%)	

Vea https://www.huduser.gov/portal/datasets/il.htmlfor para mas reciente límites de entrada.

Definición de trabajador sección 3:

- Un residente con muy baja entrada (la entrada del trabajador del año anterior o del calendario anual está por debajo del límite establecido por HUD); o
- Un empleado por un Negocio Preocupante Sección 3; o
- Un participante de Construcción de Jóvenes (16 a 24 años)

Definición de Trabajador Objetivo Sección 3 (residiendo en viviendas públicas)

- Fue empleado por un Negocio Preocupante Sección 3; o
- Actualmente cualifica o cuando fue empleado cualifico al menos por una las siguientes categorías tal como están documentadas dentro de los últimos cinco años:
    - Un residente de vivienda pública; o
    - Un residente de otro proyecto de vivienda publica o Sección 8; o
    - Un participante de Construcción de Jóvenes. (16 a 24 años)

Definición de Trabajador Objetivo Sección 3 (residiendo en una vivienda comunitaria)

- Empleado por un Negocio Preocupante Sección 3; o
- Actualmente cualifica o cuando fue empleado cualifico al menos por una las siguientes categorías tal como están documentadas dentro de los últimos cinco años:
    - Residiendo dentro el are de servicio o en el vecindario del proyecto, como tal definido en 24 CFR ((Código de Regulaciones Federales) 75.5.
    - Participante de Construcción de Jóvenes (16 a 24 años)

IX. Non-Compliance

a) Qualitative Efforts: If reporting indicates that the contractor and/or subcontractor has not met the Section 3 benchmarks, the contractor/subcontractor must report in a method prescribed by HND on the qualitative nature of its activities pursued per 24 C.F.R. § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided link information for training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

b) Complaints: Complaints alleging failure of compliance with 24 C.F.R. § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

COMPANY: _____
SIGNATURE: _____
ADDRESS: _____
DATE: _____

1X. Falta De Cumplimiento

A) Esfuerzos Cualitativos: Si el contratista y/o el subcontratista está reportando que no ha complido con las expectativas de la Sección 3, el contratista/subcontratista debe reportar que método de actividades utilizo tal como HND (Desarrollo de Vecindad Urbana) recomienda en su naturaleza cualitativa y de acuerdo a 24 C.F.R. 75.15 (b).25 (b)

Estos esfuerzos cualitativos pueden por ejemplo incluir y sin límites lo siguiente:

- Se envolvió en esfuerzos de alcance para identificar y asegurar licitaciones de Negocios Preocupantes de Sección 3.
- Proveyó asistencia técnica para ayudar a los Negocios Preocupantes a entender y licitar en contratos.
- Dividió contratos en trabajos pequeños para facilitar participación de Negocios Preocupantes.
- Se envolvió en esfuerzos de alcance para generar aplicaciones de trabajo de Trabajadores Objetivos de Sección 3.
- Proveyó enlace de computadora para entrañamientos u oportunidades de aprendizaje.
- Proveyó asistencia técnica para ayudar a trabajadores de Sección 3 que compitan para trabajos (e.g. asistencia con resume, enteramiento).
- Proveyó o conecto Trabajadores de Sección 3 con asistencia para encontrar trabajo incluyendo: redactando resumes, preparándolos para las entrevistas, y encontrando oportunidades de trabajo conectando residentes con servicios que refieren a trabajos.
- Organizo más de una feria de trabajo.
- Proveyó o refirió a Trabajadores de Sección 3 a servicios que proveen entrenamiento de trabajo y retención (e.g)., actividades de entrenamiento de trabajo, vestuario adecuado para entrevistas, pago para exámenes, transportación, cuido de niños.
- Proveyó asistencia para aplicar para participar a universidad comunitaria, 4 años de educación institucional o entrenamiento vocacional o técnico.
- Asistió a trabajadores de Sección 3 a obtener entrenamiento financiero.
- Proveyó asistencia de vinculación, garantías, u otros esfuerzos para apoyar las licitaciones de los Negocios Preocupantes de Sección 3.
- Promovió uso de registro de negocios para crear oportunidades para los desventajados y pequeños negocios.
- Hizo alcanzamiento, compromisos o referidos para el sistema un solo paro del estado según definido en Sección 121(e)(2) de la innovación de Oportunidades de Trabajo.

b) Quejas: Quejas alegando fallo de complimientos con 24 CFR 75 pueden ser reportados a la oficina del programa responsable de la asistencia pública financiera o el proyecto de Sección 3, o a la oficina local HUD.

Compañía: _____

Firma: _____

Dirección: _____

Fecha: _____

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

A written compliant should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

04736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3 Economic Opportunity

A Piece of the American Dream



U.S. Department of Housing and Urban Development

Fair Housing and Equal Opportunity

April 2006
HUD-1476-FHEO Rev 2
OMB Approval Number 2529-0043 (exp. 8/31/2007)
Previous Editions are Obsolete

Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted projected is located.

What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;
Subcontracts with businesses that provide opportunities to low and very low income persons.

What types of Economic Opportunities are available under Section 3?

- ✔ Jobs and Employment opportunities
- ✔ Training and Educational opportunities
- ✔ Contracts and Business opportunities

Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

Who receives Economic Opportunities under Section 3?

For training and employment:

- ✔ persons in public and assisted housing;
- ✔ persons in the affected project neighborhood;
- ✔ participants in HUD Youth-build programs;
- ✔ homeless persons.

For contracting:

- ✔ businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

¿Cómo obliga el HUD a cumplir la ley y cómo vigila su cumplimiento?

El HUD vigila el desempeño de los receptores de la asistencia y de los contratistas. El HUD examina las constancias de empleo y de las contrataciones para saber si se han tomado medidas para capacitar y dar empleo a los residentes según la Sección 3, así como para adjudicar contratos a las empresas según la Sección 3.

¿Qué se hace si alguna empresa parece no cumplir con la Sección 3?

Existe un procedimiento de denuncia. Los residentes y las empresas según la

Sección 3 pueden presentar denuncias si consideran que ha ocurrido una infracción de los requisitos de la Sección 3 que afecta a un proyecto financiado por el HUD, planificado o en vías de realización. Estas denuncias se investigarán y se procurará resolverlas de forma voluntaria. Hay derecho de apelación ante el Secretario. Los residentes y las empresas según la Sección 3 también pueden recurrir al desagravio por vía judicial.

¿Cómo pueden quejarse las empresas o los residentes según la Sección 3 de las infracciones de la misma?

Pueden presentar una denuncia por escrito a la delegación local de HUD/FHEO o a:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.espanol.hud.gov

En las denuncias por escrito se incluirán los datos siguientes:

Nombre y dirección del denunciante;
Nombre y dirección del denunciado (beneficiario o contratista del HUD);
Descripción de los actos u omisiones que supuestamente han infringido la Sección 3;
Declaración de las medidas correctivas que se solicitan.

HUD-1476-FHEO Rev 2 (Spanish) (4/06)

Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos de América

SECCIÓN 3 OPORTUNIDAD ECONÓMICA

Un trozo del ideal americano



Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos

Equidad de Vivienda e Igualdad de Oportunidades

April 2006
HUD-1476-FHEO Rev 2 (Spanish)
OMB Approval Number 2529-0043 (exp. 8/31/2007)
Previous Editions are Obsolete

Sección 3 de la Ley

Conforme a la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de los Estados Unidos de 1968 (que figura en la Sección 1701u, enmendada, del título 12 del Código de los Estados Unidos), las oportunidades económicas que generen determinados tipos de asistencia financiera concedida por el Departamento de Vivienda y Desarrollo Urbano (HUD), incluida la destinada a la vivienda pública y la de los pueblos indígenas, se deberá proporcionar, en lo que sea factible, a las personas de ingresos bajos o muy bajos, especialmente a las que reciben asistencia pública para la vivienda, así como a las empresas que ofrecen oportunidades económicas a esas personas.

El HUD también administra otros programas conforme a la Sección 3. Para distinguir entre los programas para la vivienda pública y los destinados a los pueblos indígenas, estos otros programas proporcionan asistencia para la vivienda o para el desarrollo comunitario dirigida a la rehabilitación y construcción de viviendas o a otros proyectos de construcción pública.

¿Quiénes son los residentes según la Sección 3?

Los residentes de viviendas públicas, incluidos los discapacitados.

Las personas de ingresos bajos o muy bajos que viven donde hay bloques de viviendas que reciben asistencia del HUD.

¿Cuáles son las empresas según la Sección 3?

Por una empresa según la Sección 3 se entiende:

La que es propiedad de residentes según la Sección 3.
La que emplea a residentes según la Sección 3.
La que subcontrata a empresas que proporcionan oportunidades a personas de ingresos bajos o muy bajos.

¿Qué tipos de oportunidades económicas se ofrecen según la Sección 3?

- ✔ Oportunidades de trabajo y empleo
- ✔ Oportunidades de capacitación y educación
- ✔ Contracts and Business opportunities

¿Quién proporcionará las oportunidades económicas?

Los receptores de la asistencia financiera del HUD y sus contratistas y subcontratistas están obligados a elaborar planes conforme a la Sección 3 para asegurar que, en lo que sea factible, se proporcionen oportunidades a las personas de ingresos bajos o muy bajos y a las empresas que reúnan las condiciones que estipula la Sección 3. En esos planes se especificará que todos los trabajos efectuados conforme al contrato cumplan con los requisitos de la Sección 3.

¿Quién recibe las oportunidades económicas según la Sección 3?

Con fines de capacitación y empleo:

- ✔ Los residentes en viviendas públicas o subvencionadas;
- ✔ Los residentes en el vecindario de las viviendas públicas o subvencionadas;
- ✔ Los participantes en los programas del HUD de ayuda a la juventud (Youth-build programs);
- ✔ Las personas sin hogar.

Para conseguir contratos:

- ✔ Los negocios que se ajusten a la definición de las empresas según la Sección 3.

¿Cómo pueden las personas y las empresas recibir más información acerca de la Sección 3?

Deben comunicarse con el representante de la Oficina para la Equidad de Vivienda e Igualdad de Oportunidades (Fair Housing and Equal Opportunity, FHEO) en la delegación del HUD más cercana.

"ATTACHMENT C"

"General Decision Number: FL20250223 07/04/2025

Superseded General Decision Number: FL20240223

State: Florida

Construction Type: Building

County: Polk County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

2 03/14/2025
3 07/04/2025

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.12	13.11

ELEC0915-005 12/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	$ 31.58	43%+0.35

ELEV0074-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.83	38.435+a+b

FOOTNOTE:
a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b.Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-030 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above; Mechanics	$ 37.01	16.85
Group 4		
Forklift	$ 35.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.90	15.66

* SFFL0821-004 07/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 35.03	24.00

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* SUFL2014-032 08/16/2016

	Rates	Fringes
CARPENTER	$ 17.10 **	1.63
CEMENT MASON/CONCRETE FINISHER	$ 14.82 **	0.00
IRONWORKER, REINFORCING	$ 22.81	11.58
IRONWORKER, STRUCTURAL	$ 21.87	0.00
LABORER: Common or General, Including Cement Mason Tending	$ 11.96 **	1.43
LABORER: Pipelayer	$ 15.00 **	0.54
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.80	2.81
OPERATOR: Bulldozer	$ 15.40 **	1.90
OPERATOR: Grader/Blade	$ 18.97	0.00
OPERATOR: Loader	$ 16.30 **	0.00
OPERATOR: Roller	$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray	$ 13.54 **	0.00
PIPEFITTER	$ 22.89	9.93
PLUMBER	$ 19.65	5.14
ROOFER	$ 16.79 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 14.85 **	0.00
TILE SETTER	$ 17.25 **	1.74
TRUCK DRIVER: Dump Truck	$ 12.95 **	2.28
TRUCK DRIVER: Lowboy Truck	$ 14.24 **	0.00

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"

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID # 25-666, Crystal Lake Boardwalk (CDBG)

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

Contained within this addendum: revised pre-bid meeting information and revised question and receiving dates

A **MANDATORY** pre-bid meeting will be held Monday, September 24, 2025, at 9:00 a.m. in the Procurement Division Conference Room, located at 330 W. Church St, Room 150, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow at Crystal Lake Park, located at 2500 North Crystal Lake Drive, Lakeland, FL 33801. An authorized representative or agent of the Bidder must be present at these meetings, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

Revised question and receiving dates:

Question Deadline: 4:00 p.m. on Wednesday, October 1, 2025

Receiving Date: Prior to 2:00 p.m. on Wednesday, October 15, 2025

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

September 19, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID # 25-666, Crystal Lake Boardwalk (CDBG)

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

Contained within this addendum: correction to pre-bid meeting information

A **MANDATORY** pre-bid meeting will be held ***Wednesday***, September 24, 2025, at 9:00 a.m. in the Procurement Division Conference Room, located at 330 W. Church St, Room 150, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow at Crystal Lake Park, located at 2500 North Crystal Lake Drive, Lakeland, FL 33801. An authorized representative or agent of the Bidder must be present at these meetings, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

October 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID # 25-666, Crystal Lake Boardwalk (CDBG)

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

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

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID # 25-666, CRYSTAL LAKE BOARDWALK (CDBG)
ADDENDUM #3

Q1: Please confirm that background screening needs to be performed prior to commencement due to federal funding?
A1: There are no background checks required due to federal funding.

Q2: Please clarify what type of 5/8ths ogee washer to be used.
A2: Black powder-coated ogee washers (powder-coated black over galvanized steel).

Q3: Referring to notes found on page C4.0, specify what hardware is to be black vinyl coated.
A3: The chain link mesh, tie wires, and tension wire are to be black vinyl coated. Everything else (posts, rails, fittings, and hardware, etc.) are to be powder-coated black over galvanized steel.

Q4: Please clarify callout "2 mesh fabric black vinyl coated knuckled under mesh installed on boardwalk side".
A4: Chain link mesh to be installed on the post interior side of the boardwalk (side facing the inside of boardwalk).

Q5: Please confirm deck edge to deck edge at 6'.
A5: Yes, the distance from deck edge to deck edge is to be 6 feet.

Q6: Confirm compaction testing to be completed by engineer on site?
A6: County to retain their own testing services.

Q7: Confirm pile penetration testing to be completed by engineer on site?
A7: County to retain their own testing services.

Q8: Confirm roof pilings penetration to remain at 10'?
A8: Yes, 10'.

Q9: What size material for Cross Bracing?
A9: Cross bracing to be 2"x8".

Q10: Is WearDeck by Owens Corning an approved decking?
A10: The County will not pre-approve any specific product. Contractors are responsible for ensuring that decking and other materials submitted meet requirements as specified in bid documents.

Q11: On the bid sheet, it is calling for 600 LF of silt fence, but looks like only 185 LF on the plans. Could you please clarify what we should go off of?
A11: Please use 175 LF for the quantity of silt fence.

Q12: Are there restrictions on operating heavy equipment past the designated wetland boundary?
A12: The limits of the wetland boundary shall not be disturbed.

BID # 25-666, CRYSTAL LAKE BOARDWALK (CDBG)
ADDENDUM #3

Pre-Bid Meeting
September 24, 2025
CB 25-666, Crystal Lake Boardwalk (CDBG)

PLEASE PRINT LEGIBLY

BE SURE TO INCLUDE AREA CODE

NAME	COMPANY	ADDRESS	E-MAIL ADDRESS	PHONE #	ON SITE
Jeff Meeker	Cross Environmental Services	Fig Ave Zephyrhills	[illegible]@crossenv.com	813-783-1688	✓
Owen Gould	L Cobb construction Cobb site development	[illegible]	bids@cobbsitedevelopment.com	863-773-7209	✓
Jim Decker	Decker Const		jim@deckercm.com	863 838 3785	✓
Jo L Johnson	Madrid Cpntg		John.delashmet@madridcpntg.com	863-533-9007	✓
Kevin Carver	JOHN CARVER LLC	642 N JACKSON ST EAGLE LK FL 33839	KATRINA@CARVERSDOCK DYNASTY.COM	(863) 877 8379	✓
Sam Moore	Walker Const.	1065 S. Fla Ave Lakeland FL 33803	sam@cwallorg.com	(863) 617-8033	✓
Reddon Pierre	PACE Company		rpierre@pacecompany.com	863-585-2054	✓

BID # 25-666, CRYSTAL LAKE BOARDWALK (CDBG)
ADDENDUM #3

Pre-Bid Meeting
September 24, 2025
CB 25-666, Crystal Lake Boardwalk (CDBG)

PLEASE PRINT LEGIBLY

BE SURE TO INCLUDE AREA CODE

NAME	COMPANY	ADDRESS	E-MAIL ADDRESS	PHONE #	ON SITE
Brennan Byrd	Southeastern Nurseries LLC	106 Egg Farm Rd. Lake Wales 33859	Senurseries2020@gmail.com	863-585-5196	✓
Garrett Goolsby	Southeastern nurseries LLC	106 Egg farm road Lake Wales 33859	Senurseries2020@gmail	863 603 2735	✓
Ben Tauscher	Palmetto Group / Palmetto Marine		Ben@Palmettoconstruction.com	561-531-1616	✓
Blake Nicholson	Williams Construction		Blake@williamsconstructionfl.com	863-221-2070	✓
Craig Williams	Williams Construction Inc		Dockdesign@atlantic.com Dockdesign@atlantic.com	863-412-1823	✓
Ken Crawson	Stokes Marine, Inc	15955 Pine Ridge Rd Ft Myers, FL 33908	Ken@stokesmarine.com	239 489 3625	✓
Jacashiya Johnson	PACC Company		Jacashiyaj1@gmail.com	863-585-7054	✓

PART E –CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Stokes Marine, Inc. its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:25-666, Crystal Lake Park Boardwalk.

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 $ 618,240.28 plus the Allowance Work amount of $ 30,912.00 the total sum being $ 649,152.28. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 120 calendar days from the Start Date memorialized within the Notice

to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 150 days. The allowance time for this project is 22 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

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

BY: _____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office

Date

ATTEST:

_____

Corporate Secretary

SEAL

CONTRACTOR: Stokes Marine, Inc.

BY: _____

Authorized Corporate Officer or Individual

Brent Stokes

(Printed or Typed Name of Signer)

Pres

(Printed or Typed Title of Signer)

15955 Pine Ridge Rd Fort Myers FL 33908

(Business Address of Contractor)

239-489-3625

(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 FL County OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐online notarization this 16th (Date) by December (Name of officer or agent) as Asst Store Pes (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 12/16/15 (Date) Megan Holzhauer (Official Notary Signature and Notary Seal)
Megan Holzhauer (Name of Notary typed, printed or stamped)

Commission Number HH679432 Commission Expiration Date 06/14/2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

Notary Public State of Florida
Megan Holzhauer
My Commission HH 679432
Expires 6/14/2029

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 _____

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

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LICENSEE DETAILS

3:18:03 PM 1/26/2026

Licensee Information

Name:	**STOKES, BRENT WYMAN (Primary Name)**
	STOKES MARINE, INC. (DBA Name)
Main Address:	**15955 PINE RIDGE RD FORT MYERS Florida 33908**
County:	**LEE**

License Information

License Type:	**Certified Building Contractor**
Rank:	**Cert Building**
License Number:	**CBC1262379**
Status:	**Current,Active**
Licensure Date:	**05/29/2018**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**05/29/2018**

Alternate Names

View Related License Information

View License Complaint

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EXHIBIT II: PERFORMANCE BOND

FRONT PAGE

F.S. CHAPTER 255.05

BOND NO.:	3305097
CONTRACTOR NAME:	Stokes Marine, Inc.
CONTRACTOR ADDRESS:	15955 Pine Ridge Road, Fort Myers, FL 33908
CONTRACTOR PHONE NO:	(239) 489-3625
SURETY COMPANY:	FCCI Insurance Company
	6300 University Parkway
	Sarasota, FL 34240
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:	$ 649,152.29
CONTRACT NUMBER:	Bid 25-666
GENERAL DESCRIPTION OF PROJECT:	Crystal Lake Park Boardwalk
PROJECT LOCATION:	2500 North Crystal Lake Drive Lakeland Fl 33801

Bond No. 3305097

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Stokes Marine, Inc., as Principal, and FCCI Insurance Company, as Surety, located at 6300 University Parkway, Sarasota, FL 34240 (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 ($ 649,152.29) 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 _____, 2025 (the "Purchase Order") between Principal and Obligee for roof replacement at the Specialty Care and Children Home Society building, 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 31 day of December, 2025.

ATTEST:

PRINCIPAL: Stokes Marine, Inc.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: Brent Stokes

Witness: _____

Title of Person Signing Above: Pres

ATTEST:

SURETY: FCCI Insurance Company

Printed Name: Mark D. Pichowski

Witness: _____

Karen Baker

Attorney in Fact

By: _____ (SEAL)

Witness: _____

Sally Howard

Printed Name: Mark D. Pichowski, Marsh & McLennan Agency LLC

Business Address 101 N Starcrest Dr., Clearwater, FL 33765

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. 3305097

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Stokes Marine, Inc., as Principal, and FCCI Insurance Company, as Surety, located at 6300 University Parkway, Sarasota, FL 33765 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Six Hundred Forty Nine Thousand One Hundred Fifty Two and 29/100 Dollars ($ 649,152.29) 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 _____, 2025 (the "Purchase Order") between Principal and Obligee for; Bid #: 25-666 - Crystal Lake Park Boardwalk.

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 31 day of December, 2025.

ATTEST:

Witness _____

Witness _____

PRINCIPAL: Stokes Marine, Inc.

BY: _____ (SEAL)

Authorized Signature (Principal)

Printed Name Brent Stokes

Pres

Title of Person Signing Above

ATTEST:

Witness _____
Karen Baker

Witness _____
Sally Howard

SURETY: FCCI Insurance Company

Printed Name

Attorney in Fact

By: _____ (SEAL)

Printed Name - Mark D. Pichowski

Marsh & McLennan Agency LLC
101 N Starcrest Dr., Clearwater, FL 33765

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.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mark D. Pichowski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2026

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

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

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** MMABouchard.certificates@MarshMMA.com
INSURED STOKEMARIN Stokes Marine Inc 15955 Pine Ridge Rd. Fort Myers FL 33908	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Property Casualty Co. of Amer — 25674 INSURER B : Travelers Indemnity Company — 25658 INSURER C : National Casualty Company — 11991 INSURER D : Signal Mutual Indemnity Association Ltd — 55555 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1670539823 **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:	Y	Y	ZOL15P55363	8/1/2025	8/1/2026	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	BA3N163804	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	ZOX51N9666A	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCSIG35045404 E473832	8/1/2025 8/1/2025	8/1/2026 8/1/2026	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Leased/Rented Equip Installation Floater P&I/Boat Liability			Y6606N092486 Y6606N092486 ZOH61N43097	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	$250,000 Limit $100,000 Limit $1,000,000	

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

Certificate holder is additional insured as respects General, Automobile, and Excess Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. Coverage is primary with respect to General Liability and non-contributory as subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile Liability, Excess Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Workers Comp Information:
Proprietors/Partners/Executive Officers/Members Excluded:
Brent Stokes, President
See Attached...

CERTIFICATE HOLDER

Polk County a political subdivision
of the State of Florida
PO 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

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AGENCY CUSTOMER ID: STOKEMARIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan (CLW)		Stokes Marine Inc 15955 Pine Ridge Rd. Fort Myers FL 33908
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability policy follows form over the Marine General Liability with Hull Protection & Indemnity.
RE: Crystal Lake Park Boardwalk 2500 N. Crystal Lake Dr Lakeland FL 33801
Bid Number: 25-666

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POLICY NUMBER: BA3N163804

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II.**

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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POLICY#: ZOL15P55363 POLICY PERIOD: 08/01/2025 TO: 08/01/2026

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV -** Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. Except as provided in Paragraph **b.** below, the insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

(1) First, we will reimburse any person or organization (including us or the insured) any amount such person or organization has paid in excess of the Limits of Insurance shown in the Commercial General Liability Declarations.

(2) Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this insurance in connection with the claim or "suit".

(3) Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any deductible or self-insured retention applicable to this insurance.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses will be based on the ratio of its amount recovered to the total amount recovered by all such persons or organizations in enforcing such rights. We will deduct each such person's or organization's share of those expenses from any amount we pay to such person or organization.

If there is no recovery as a result of proceedings instituted solely at our request, we will bear all expenses of such proceedings.

b. If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

(2) "Personal injury" or "advertising injury" caused by an offence that is committed;

subsequent to the execution of the contract or agreement.

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NAMED INSURED: Stokes Marine Inc
POLICY NUMBER: WCSIG35045404

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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EXHIBIT V: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Lee)

Brent Stokes, being first duly sworn, deposes and says that:

1. They are President of Stokes Marine, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature: _____ Title: President

STATE OF FL

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of October, 2025, by Brent Stokes (*name*) as President (*title of officer*) of Stokes Marine, Inc (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Conner Thompson

Notary Commission Number and Expiration: HH 729662 2/9/2030

(AFFIX NOTARY SEAL)

CONNER W. THOMPSON
MY COMMISSION # HH 729662
EXPIRES: February 9, 2030

EXHIBIT VII: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-666, Crystal Lake Park Boardwalk.
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

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

Dated this 22 day of October, 2025

Name of Firm Stokes Marine, Inc

By _____

President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of October, 2025, by Bruce Stokes (*name*) as President (*title of officer*) of Stokes Marine, Inc (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Conner Thompson

Notary Commission Number and Expiration: HH729662 2/9/2030

(AFFIX NOTARY SEAL)

CONNER W. THOMPSON
MY COMMISSION # HH 729662
EXPIRES: February 9, 2030

EXHIBT XIX: 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 # 25-666, Crystal Lake Park Boardwalk

Stokes Marine, Inc
Contractor

Signature

Brent Stokes
Printed Name of Signer

12/23/25
Date

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Stokes Marine, Inc. (hereinafter called the Principal) and FCCI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Florida, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of Total Bid 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 25-666, Crystal Lake Park Boardwalk.

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 15th day of October 20 25.

ATTEST:

PRINCIPAL: Stokes Marine, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: FCCI Insurance Company
Printed Name

Sally Howard
Witness

BY: _____ (SEAL)
Attorney in Fact

K Barr
Witness

Mark D. Pichowski
Printed Name

6300 University Pkwy, Sarasota, FL 34240
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mark D. Pichowski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of October, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/202

EXHIBIT IX: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: Stokes Marine, Inc

Address: 15955 Pine Ridge Rd
Ft Myers, FL 33908

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES_____ NO X
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES____ NO X
3. Bidder has filed all compliance reports due under applicable instructions:
   YES X NO_____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES_____ NO____

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.)

Brent Stokes
Printed Name

Pres
Title

Signature

10/23/25
Date

EXHIBIT X: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Stokes Marine, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidders Signature

12/23/25
Date

EXHIBIT XI: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this December Day of 22 2025

Name of Firm: Stokes Marine, Inc

By: Pres Brent Stokes

Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of December, 2025, by Brent Stokes (*name*) as Pres (*title of officer*) of Stokes Marine (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: ERIC A SAMMET

Notary Commission Number and Expiration: HH446709 9/20/2027

(AFFIX NOTARY SEAL)

ERIC A SAMMET
Notary Public
State of Florida
Comm# HH446709
Expires 9/20/2027



EXHIBIT XX: CERTIFICATION IMMIGRATION LAWS

Bid 25-666, Crystal Lake Park Boardwalk

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

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

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

Company Name: Stokes Marine, Inc

Signature: [signature]

Title: Pres

Date: 12/23/25

State of: Florida

County of: Lee

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 23 day of December, 2025, by Brent Stokes (name) as Pres (title of officer) of Stokes Marine (entity name), on behalf of the company, who ✓ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: [signature]

Printed Name of Notary Public: ERIC A SAMMET

Notary Commission Number and Expiration: HH446709 9-20-2027

(AFFIX NOTARY SEAL)

ERIC A SAMMET
Notary Public
State of Florida
Comm# HH446709
Expires 9/20/2027



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

SOLICITATION NO.: Bid: 25-666

PROJECT NAME: Crystal Lake Park Boardwalk

The undersigned, as President of Stokes Marine (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

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

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST:

By: _____

PRINTED NAME: Ken Cramer

Its: Sales Professional

_____

a _____ _____

By: _____

PRINTED NAME: Brent Stokes

Its: President

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

PROJECT NAME: Bid 25-666, Crystal Lake Park Boardwalk

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 20 day of January, 2025

ATTEST:	CONTRACTOR:
By: _____	By: _____
PRINTED NAME: Ken Cramer	PRINTED NAME: Brent Stokes
Its: Sales Professional	Its: President

Agenda Item G.3. 2/3/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-084-04 with Consor North America, Inc. (Consultant) to provide professional engineering services in connection to the design of the Avon Park Cutoff Rd Bridge No. 164312 Replacement Project and preparation of construction documents, utility coordination, permitting, and post-design services for a not-exceed cost of $345,036.41 (one-time expense).

DESCRIPTION

As a result of the most recent FDOT Bridge Inspection Report for Bridge No. 164312, Avon Park Cutoff Rd over Bowlegs Creek, there are six metal culvert pipes that are in need of replacement due to deformation and significant corrosion.

On April 01, 2025, the Board approved CSA #22-091-04 with Kisinger Campo & Associates (KCA), Corp. to provide professional engineering services for the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR), and 15% Line & Grade plans for the replacement of the existing Bridge. Two bridge alternatives were evaluated, a bridge Concrete Box Culvert (Alternative 1), and a Florida Slab Beam, two-span Bridge (Alternative #2). Based on these initial engineering investigations, KCA determined that the most cost-effective solution is to replace Bridge 164312 with Alternative 1.

Polk County has requested the Consultant to provide professional engineering services for the design and preparation of contract plans and documents, permitting, utility coordination, and post-design services for the construction of the new concrete box culvert structure.

This CSA will retain the Consultant to perform the aforementioned services at a not-to-exceed fee of $345,036.41 and will be completed in accordance with the Scope of Services in “Exhibit A”.

RECOMMENDATION

Request Board approve CSA No. 22-084-04 with the Consultant to provide professional engineering services for the design and post-design services of the Avon Park Cutoff Rd Bridge Replacement Project at a not-exceed cost of $345,036.41.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Jose Fernandez, E.I.
Project Management Section
(863) 535-2200

Jay M. Jarvis, P.E.

Roads & Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Jose Fernandez (863) 535-2310 (Name and Phone Number) DATE: 01/09/2026

RETURN TO: Jose Fernandez, TR01 DIVISION: Roads & Drainage

BOARD AGENDA DATE: 01/20/2026 COUNTY MANAGER ITEM: ☐

PROJECT: Avon Park Cutoff Road Bridge 164312 Replacement

CSA/CONTRACT NUMBER: 25084-04

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Consor North America, 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: JAN 15 2026

CAO Project Number: 2026-33 Log-Out Date: 1/16/2026

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 2022-084-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 01/09/2026 Division: Roads and Drainage

Project Manager's Name: Jose Fernandez Phone #: 535-2310

Project Name: Avon Park Cutoff Rd Bridge Replacement

Total Project Budget: $2,000,000.00 Project #: 5400253

Estimate of Construction Cost: $975,000.00

Proposed Consultant: Consor North America, Inc. Fee: $345,036.41

Master Consultant Agreement #: 22-084

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 1/14/26
Division Director/Designee

Procurement Division

Date Received: 1/15/26 Date Reviewed by Analyst: _____

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 1/15/2026 Date Reviewed: 1/16/2026

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: 1/16/2026 Date Reviewed: 1/16/2026

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Jose Fernandez

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engneering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engneering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kissinger Campo & Associates	Y	Y
Kimley-Horn and Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	$725,741.75	N
AIM Engneering & Survey	$288,191.68	N
Burgess and Niple	$156,438.64	N
CONSOR Engineers	$446,183.88	Y
Dewberry Engineers	$215,176.32	N
DRMP	$401,840.25	N
HDR Engineering	$478,192.81	N
HNTB	$551,878.40	N
Jacobs Engineering Group	$534,816.40	N
Kissinger Campo & Associates	$413,087.24	N
Kimley-Horn and Associates	$377,193.00	N
Mott MacDonald Florida	$99,951.44	N
NV5	$116,179.16	N
Patel, Greene, and Associates	$308,833.05	N
Rummel, Klepper & Kahl	$587,193.82	N
WSP USA	$1,004,224.82	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Negotiation with these firms is on-going for work related to different project.

Consultant Services Authorization

Firm Name:	Consor North America, Inc.
Master Agreement No.:	22-084
CSA No.:	22-084-04
Project Name:	Avon Park Cutoff Rd Bridge No. 164312 Replacement
Project Description:	To provide professional engineering services for the design, permitting and utility coordination needed to replace bridge No. 164312 along Avon Park Cutoff Rd over Bowlegs Creek.
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	Through completion of all related work
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$345,036.41
Liquidated Damages (if applicable)	$0.00/Per Day
Budget Source/Availability	14971.540152101.5666000.5400253

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this_____ day of _____, 20__.

Attest:

STACY M. BUTTERFIELD

By: _____

Deputy Clerk

Date Approved by County: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chairman

Board of County Commissioners

Review as to form and legal sufficiency

1/12/2026

County Attorney's Office Date

Attest:

01/07/2026

Corporate Secretary Date

SEAL

Consor North America, Inc.

CONSULTANT COMPANY NAME

Authorized Corporate Officer

Mindy Shimanek, EVP & Corporate Secretary

[Printed Name and Title] Date 01/07/2026

7.27.20(MS)



11/18/2025
12/8/2025 Revision 1
12/11/2025 Revision 2

EXHIBIT A
SCOPE OF SERVICES
MASTER AGREEMENT NO. 2022-084

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

PREPARED BY:

Consor
Point of Contact: Scott Radecki, PE
2121 Old Hickory Tree Road
St. Cloud, FL 34772
p: 888.451.6822 x52430
e: sradecki@consoreng.com

PREPARED FOR:

Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

1.1 Project Objectives

Consor North America Inc. (CONSULTANT) will provide professional engineering services for the planned improvements at the following location on Avon Park Cut Off Road:

- Avon Park Cut Off Road over Bowlegs Creek (Existing Bridge No.164312)

The CONSULTANT shall utilize the Polk County (COUNTY) approved bridge box culvert, roadway layouts, typical sections, concepts from the COUNTY provided Bridge Development Report MEMO (BDM), Typical Section Package, 15% Line and Grade plans, and recommendations from the Bridge Hydraulics Report (BHR) to provide engineering services for the planned improvements and to prepare construction contract documents accordingly. The roadway approaches shall be reconstructed within the 852' overall project limits between stations 31+36.43 to 39+88.29 established by the roadway 15% line and grade plans provided by Polk County, incorporating any modifications that may be required during the design and right-of-way acquisition phases. The temporary traffic control scheme will involve a complete detour in accordance with the guidelines established by the COUNTY. CONSULTANT services for the planned improvements will be developed under the contractual parameters outlined in the Master Consulting Agreement for Professional Engineering Services for Roads and Drainage.

1.2 Services to be Provided by the Consultant

The CONSULTANT shall provide the following services:

1. The CONSULTANT shall organize a site visit with COUNTY personnel to assess existing conditions, take field measurements, and verify the scope of services' intent. The site visit shall include visual observations from the ground.
2. The CONSULTANT shall review relevant routine bridge inspection reports, any past repair projects, and original plans. The CONSULTANT shall also review the Survey provided by the COUNTY.
3. Utilizing data collected as part of the scope of services, the CONSULTANT shall perform engineering analysis/design necessary to prepare signed and sealed construction plans, specifications, and quantities (contract documents) which can be used for construction letting for the improvements. All work shall be performed in accordance with the latest versions of the documents listed in this scope of services. The CONSULTANT'S professional engineering services shall include the following:
    - Roadway Analysis and Plans
    - Signing and Pavement Marking Analysis and Plans
    - Temporary Traffic Control Analysis and Plans (Detour)
    - Bridge Box Culvert Design and Plans.
    - Critical Temporary Sheet Pile Wall Plans and Design (as required)
    - Drainage Analysis and Plans
    - Specifications (only reference FDOT Specifications for Road and Bridge Construction)
    - Construction Cost Estimates
    - Utility Coordination: Oversight, Management, and COUNTY Coordination
    - Permitting: Oversight, Management, and COUNTY Coordination
    - Support for the COUNTY's Right-of-Way Acquisition
    - Environmental and Historical: Oversight, Management, and County Coordination
4. The CONSULTANT shall obtain the services of ECHO Utility Engineering & Survey (ECHO) for utility coordination to identify all existing and proposed utilities that may influence location and design considerations. ECHO's services shall also include making utility contacts, field review of the project site, collecting and reviewing Utility Agency/Owners (UAO's) data and markups, Survey line work designates, Utility Relocation Schedule & Permit processing and review, final utility certification, and reviewing utility adjustment plan sheets. Based on the information provided by the utility companies during early coordination, the CONSULTANT will prepare construction plans consistent

with utility needs along the length of the project and assist with/review any required utility relocation schedules, as well as oversight and management of the utility coordination services, including coordination with the COUNTY.

5. The CONSULTANT shall obtain the services of ECHO to perform Subsurface Utility Exploration (SUE) to verify underground utility locations, as required by the CONSULTANT and the COUNTY.
6. The CONSULTANT shall obtain the services of Quest Ecology (QUEST) to assist the COUNTY with permitting (SWFWMD, FDEP, and USACE), including filling out the application form(s), providing sketches and drawings, along with submitting the permit applications. The CONSULTANT shall oversee and manage the permitting services, including coordination with the COUNTY as well as aiding QUEST with permit sketches and drawings, as necessary.
7. The CONSULTANT shall coordinate through email with the United States Coast Guard (USCG) to determine if the project falls within their jurisdiction.
8. The CONSULTANT shall obtain the services of QUEST for wetland evaluation, wildlife evaluation, and prepare an Environmental Assessment Report.
9. The CONSULTANT shall obtain the services of QUEST to request a review of the Florida Department of State Historical Resources, Florida Master Site File (FMSF) including determination if the existing bridge culvert is included in the National Register of Historic Places (NRHP), and coordinate with the Florida Department of Environmental Protection (FDEP) regarding any State Historic Preservation Office (SHPO) requirements as required for the permit applications.
10. All plan sheets shall be submitted to the COUNTY in PDF format and ledger (11”x17”) paper size.
11. The CONSULTANT shall attend project-related meetings virtually as required.
12. The CONSULTANT shall allow for two (2) weeks review time by the COUNTY after each submittal, at which time the COUNTY will forward written comments to the CONSULTANT. Written responses to the COUNTY comments shall be forwarded to the COUNTY within one (1) week after receipt. All comments and responses shall be resolved prior to the next submittal.
13. CONSULTANT shall prepare the professional engineering services listed above in accordance with the current editions of the following standards/guidelines:
    - FDOT Structures Manual (2025)
    - FDOT Standard Plans for Road and Bridge Construction FY2025-26
    - FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook 2023)
    - FDOT Drainage Manual (2025)
    - AASHTO Guidelines for Geometric Design of Low-Volume Roads (2019)
    - Polk County Technical Standards Manual (2009)
14. CONSULTANT shall perform Post Design Services as detailed below:
    - Respond to Bid Questions as requested by the COUNTY.
    - Attend the pre-construction meeting, as required. The CONSULTANT is not required to attend meetings during construction including kick-off and progress meetings.
    - Meet with the COUNTY’s Engineer in the office, field, or virtual meeting as required by the COUNTY to address construction issues.
    - Respond to Requests for Clarification (RFC) as requested by the COUNTY.
    - Respond to Requests for Information (RFI) and Requests for Modification (RFM) transmitted to the CONSULTANT from the COUNTY’s Engineer. This includes review and comment on any proposed design changes, proposed by the Contractor, and requested by the COUNTY for CONSULTANT review.
    - Review shop drawings and approve/comment as requested by the COUNTY.
    - Deliverables to include:
        - Stamped shop drawings with review comments and disposition (Approved, Approved as Noted, Rejected, or Resubmit).
        - Written email responses to RFI, RFM and RFC’s.
15. NOT INCLUDED IN CONSULTANT SERVICES:

- Public Involvement
- Pavement Design
- Construction Engineering Inspection services.
- Cultural Resource Assessment Surveys, MOA Development, Historic American Engineering Record (HAER) Documentation.
- USCG bridge permit.
- Signalization design and plans.

1.3 Services to be Provided by Polk County

The COUNTY shall provide the following:

1. Copies of the CADD files from the Bridge Development Report including: Plan and Elevation, bridge Typical Section, and roadway Typical Sections.
2. Copies of all original and repair bridge/roadway plans (preferably in electronic format).
3. Copies of all bridge inspection reports (preferably in electronic format).
4. Copies of all existing traffic information and crash data (preferably in electronic format).
5. Copies of right of way maps or maintenance maps (preferably in electronic format).
6. Copies of all existing aerials (preferably in electronic format).
7. All survey services including but not limited to:
    - The COUNTY performed a survey for Project on 12/30/2024, which has been provided to the CONSULTANT.
    - Provide a baseline of survey with stations along the center of Avon Park Cut Off Road right-of-way.
    - Survey of any additional geotechnical boring locations.
    - Additional survey needs and updates as they arise throughout the duration of the project including the CONSULTANT's coordination with the COUNTY Surveying and Mapping Section for any additional survey needs.
8. All Public Involvement. The CONSULTANT shall provide the COUNTY with project-related information derived from the CONSULTANT's defined scope, in a timely manner to support the COUNTY's public involvement initiatives.
9. All contamination screening evaluations and remediation, as required.
10. All asbestos survey reports, as required.
11. All permitting fees.
12. All required mitigation and associated fees.
13. All vessel survey reports, as required.
14. All Right-of-Way impact/acquisition information. The CONSULTANT shall coordinate right of way acquisition needs based upon horizontal/vertical alignment criteria while the COUNTY will be responsible for final right of way map preparation, legal sketches, fee estimates, etc. to obtain ultimate property acquisition, if required.
15. All geotechnical services, including but not limited to:
    - Services of a Geotechnical Engineering Firm to perform subsurface investigation/analysis and develop Geotechnical recommendations for the roadway, bridge box culvert, and two possible temporary sheet pile walls in accordance with current FDOT criteria.
    - Geotechnical Engineering Firm shall be required to coordinate with CONSULTANT throughout the duration of the project and update reports/recommendations as required.
    - Provide monitor existing structure recommendations.
    - Geotechnical Structures and Roadway reports shall be provided to the CONSULTANT for each project submittal with the latest geotechnical information.
    - Provide Report of Core Boring plan sheets for the bridge and roadway in CADD and PDF formats per the latest FDOT criteria (FDOT Connect 2024 MicroStation format) including environmental classifications.

- Provide professional engineer to sign and seal the project plan set which will include the boring sheets.
- Provide recommendations for any additional borings within the channel to facilitate bridge box culvert recommendations including unsuitable soil removal, as needed.
- Sampling and tests to determine Limerock Bearing Ratio (LBR) and Resilient Modulus (M_R), as needed.

16. Updates, changes, and additions to the signed and sealed Bridge Hydraulics Report as needed for permitting.

1.4 Submittals

The CONSULTANT shall email progress submittals (PDF format) of the Construction Plan Set and cost estimate at the 60%, 90%, and 100% stages to the COUNTY for review and comment. After the 100% submittal and once the COUNTY has accepted all CONSULTANT comment responses, the CONSULTANT shall email the final electronically signed and sealed set of all contract documents, along with all signed and sealed project files, CADD drawings, and signed and sealed design calculations, to the COUNTY Project Manager.

1.5 Commencement and Duration of Services

The services described above shall commence upon the receipt of the Notice to Proceed (NTP) from the COUNTY. The CONSULTANT is required to submit a detailed design services schedule to the COUNTY within two weeks following the issuance of the NTP. The COUNTY shall review and approve the proposed design schedule prior to the initiation of work by the CONSULTANT. For COUNTY planning purposes, the duration of this scope of work is expected to be approximately 12 months following the NTP.

1.6 Compensation

Compensation for the above services shall be a Limiting Amount of $345,036.41, in accordance with the attached letter and the Estimate of Work Effort and Cost spreadsheet that summarizes the fees and work effort.

November 18, 2025 (Revision 1: 12/8/2025) (Revision 2: 12/11/2025)

Jose Fernandez, EI
Project Manager
Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Re: Design Scope and Fee Proposal for:
Avon Park Cut Off Road Bridge 164312 Replacement
Master Consulting Agreement No. 2022-084

Mr. Fernandez,
Consor North America, Inc. (Consor) is pleased to submit this fee proposal for the following scoped task assignments:

1. Roadway and bridge box culvert design services at Avon Park Cut Off Road over Bowlegs Creek (164312).

Accordingly, our fees commensurate with the above scope are noted in the table below.

Service	Limiting Amount Fee
1. Roadway and bridge box culvert design services at Avon Park Cut Off Road over Bowlegs Creek (#164312).	$345,036.41

The total for this assignment is a limiting amount of $345,036.41.

Attached to this letter is an associated "Estimate of Work Effort and Cost" as fee proposal backup documentation for your review.

Consor is pleased to continue to support Polk County and look forward to serving the County on this assignment.

Sincerely,

C. Scott Radecki, PE
Project Manager
Consor North America, Inc.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT
County: Polk County
MASTER CONSULTING AGREEMENT: 22-084

Consultant Name: Consor North America, Inc.
Consultant No.: D220489FL.06
Date: 12/11/2025
Estimator: Scott Radecki, PE

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Project Manager	Senior Engineer - Structures	Project Engineer - Structures	Senior Engineer - Roadway	Project Engineer - Roadway	Senior Engineer Drainage	Project Engineer - Drainage	Engineer Intern - Drainage	CEI Senior Inspector/ Technician	----	----	Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		$327.68	$261.00	$211.07	$184.62	$248.58	$166.65	$221.86	$176.00	$142.76	$140.45					
3. Project General and Project Common Tasks	216	11	118	22	0	11	0	11	0	43	0	0	0	216	$50,360	$233.15
4. Roadway Analysis	378	38	11	0	0	57	57	0	0	132	83	0	0	378	$69,493	$183.84
5. Roadway Plans	131	13	4	0	0	20	20	0	0	33	41	0	0	131	$24,078	$183.80
6a. Drainage Analysis	111	11	3	0	0	0	0	17	17	39	24	0	0	111	$20,090	$180.99
6b. Drainage Plans	80	8	2	0	0	0	0	12	12	20	26	0	0	80	$14,425	$180.31
7. Utilities	24	1	14	2	0	0	0	0	0	7	0	0	0	24	$5,403	$225.13
8. Environmental Permits,and Env. Clearances	68	2	41	5	0	0	0	0	0	20	0	0	0	68	$15,267	$224.51
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	197	10	30	49	39	0	0	0	0	39	30	0	0	197	$38,431	$195.08
17. Structures - Retaining Walls	88	4	13	13	13	0	0	0	0	26	19	0	0	88	$16,228	$184.41
18. Structures - Miscellaneous	152	8	23	22	23	0	0	0	0	53	23	0	0	152	$28,311	$186.26
19. Signing & Pavement Marking Analysis	63	6	2	0	0	9	9	0	0	23	14	0	0	63	$11,475	$182.14
20. Signing & Pavement Marking Plans	16	2	0	0	0	2	2	0	0	4	6	0	0	16	$2,900	$181.22
Total Staff Hours	1,524	114	261	113	75	99	88	40	29	439	266	0	0	1,524		
Total Staff Cost		$37,355.52	$68,121.00	$23,850.91	$13,846.50	$24,609.42	$14,665.20	$8,874.40	$5,104.00	$62,671.64	$37,359.70	$0.00	$0.00		**$296,458.29**	**$194.53**

Check = $296,458.29

TOTAL CONSOR FEE:						$296,458.29
Subconsultant:	Quest					$28,670.00
Subconsultant:	ECHO UES					$19,908.12
GRAND TOTAL ESTIMATED FEE:						**$345,036.41**

Project Activity 3: General Tasks

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A
3.1.11	Other Agency Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	Polk County to Prepare Standard Boiler Plate Front End Specifications. Consultant to reference FDOT Standard Specifications in Plans.
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	N/A - Provide summary of quantities boxes.
3.4	Contract Maintenance and Project Documentation	LS	1	48	48	Includes project management efforts for complete setup and maintenance of files, electronic folders and documents developing technical monthly progress reports, schedule updates, invoices and compilation and submittal of project documentation. (3 hrs setup with 3 Subs + 2hrs/mo x 15mo for Design + 1hrs/mo x 9mo Approx. Construction = 48hrs
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	68	68	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	56	56	
3.9	Digital Delivery	LS	1	20	20	3 hrs/submittal x 4 submittals (60%, 90%, 100%, and S&S); 8 hrs signature sheet setup and sealing by 3 additional EORs.
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	N/A
3.11.1	Aeronautical Evaluation	LS	1	0	0	N/A
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	N/A
3.13	Other Project General Tasks	LS	1	24	24	Scoping & R/W acquisition coordination.
3. Project Common and Project General Tasks Total					**216**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	4	2	8	Virtual Meetings
Drainage	EA	1	2	2	Virtual Meeting
Utilities	EA	3	2	6	Virtual Meetings
Environmental	EA	3	2	6	Virtual Meetings
Structures	EA	0	0	0	Virtual Meetings
Signing & Pavement Marking	EA	2	2	4	Virtual Meeting
Signalization	EA	0	0	0	Virtual Meetings
Lighting	EA	0	0	0	N/A
Landscape Architecture	EA	0	0	0	N/A
Survey	EA	2	2	4	Virtual Meetings
Photogrammetry	EA	0	0	0	N/A
ROW & Mapping	EA	6	2	12	Virtual Meetings
Terrestrial Mobile LiDAR	EA	0	0	0	N/A
Architecture	EA	0	0	0	N/A
Noise Barriers	EA	0	0	0	N/A
ITS Analysis	EA	0	0	0	N/A
Geotechnical	EA	4	2	8	Virtual Meetings
Progress Meetings	EA	3	2	6	Virtual Meetings
Phase Reviews	EA	3	2	6	Virtual Meetings
Field Reviews	EA	2	3	6	Virtual Meetings
Total Project Manager Meetings		33		68	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 4: Roadway Analysis

Estimator: Mike Mohler, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	2	2	Check and use the typical section from the County provided 15% line and grade plans.
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	4	4	Utilize Polk Standard Design
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	166	166	852ft of project limits per 15% line and grade plans. 100-Hr (60%), 50-hr (90%), 16-hr (100%)
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.8	Cross Section Design Files	LS	1	52	52	852ft within project limits. 852-ft @ 50ft intervals = 17cross sections x 3hrs/section = 52hrs
4.9	Temporary Traffic Control Plan Analysis	LS	1	20	20	Detour Route
4.10	Master TTCP Design Files	LS	1	16	16	Detour Route
4.11a	Selective Clearing and Grubbing of Existing Vegetation Field Assessment	LS	1	0	0	N/A
4.11b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.11c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A
4.12	Tree Disposition Plan	LS	1	0	0	N/A
4.13	Design Variations and Exceptions	LS	1	0	0	None anticipated.
4.14	Design Report	LS	1	0	0	N/A
4.15	Quantities for EQ Report	LS	1	26	26	14-hr (60%),6-hr (90%), 6-hr (100%) - Summary Boxes
4.16	Cost Estimate	LS	1	15	15	5-hr per Phase (3 Phases - 60%, 90%, 100%)
4.17	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.18	Other Roadway Analyses	LS	1	0	0	N/A
Roadway Analysis Technical Subtotal					**301**	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Field Reviews	LS	1	16	16	2-Persons x 4-hr x 2-Field Reviews
4.20	Monitor Existing Structures	LS	1	2	2	
4.21	Technical Meetings	LS	1	16	16	Meetings are listed below
4.22	Quality Assurance/Quality Control	LS	%	5%	16	
4.23	Independent Peer Review	LS	%	0%	0	
4.24	Supervision	LS	%	5%	16	
Roadway Analysis Nontechnical Subtotal					**66**	
4.25	Coordination	LS	%	3%	11	
4. Roadway Analysis Total					**378**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	1	2	2	Virtual Meeting		0
Work Zone Traffic Control	EA	2	2	4	Virtual Meeting		0
30/60/90/100% Comment Review Meetings	EA	3	2	6	Virtual Meetings		0
Other Meetings	EA	2	2	4			0
Subtotal Technical Meetings				**16**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	***PM attendance at Progress Meetings is manually entered on General Task 3***		- -
Phase Review Meetings	EA	0	0	0	**PM attendance at Phase Review Meetings is manually entered on General Task 3**		- -
Total Meetings				**16**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Project Activity 5: Roadway Plans

Estimator: Mike Mohler, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	Hours for developing Key Sheet are included in Task 9.1.
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	1	8	8	
5.2.2	Typical Section Details		EA	1	6	6	
5.3	General Notes/Pay Item Notes		Sheet	1	8	8	
5.4	Project Layout		Sheet	0	0	0	N/A
5.5	Plan/Profile Sheet		Sheet	2	6	12	
5.6	Profile Sheet		Sheet	0	0	0	N/A
5.7	Plan Sheet		Sheet	0	0	0	N/A
5.8	Special Profile		Sheet	0	0	0	N/A
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.10	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.12	Intersection Layout Details		Sheet	0	0	0	N/A
5.13	Special Details		EA	0	0	0	N/A
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	N/A
5.16	Cross Sections		EA	17	1	17	852ft @ 50-ft. Intervals = 17 *1.0 = 17.0
5.17	Temporary Traffic Control Plan Sheets		Sheet	2	16	32	Detour plan
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	N/A
5.20	Utility Adjustment Sheets		Sheet	2	8	16	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	N/A
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.23	Project Control Sheets		Sheet	1	16	16	
5.24	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	4	4	
					Roadway Plans Technical Subtotal	**119**	
5.26	Quality Assurance/Quality Control		LS	%	5%	6	
5.27	Supervision		LS	%	5%	6	
					5. Roadway Plans Total	**131**	

Project Activity 6a: Drainage Analysis

Estimator: Bill Adams, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	16	16	Develop a working drainage map showing drainage basin data needed to define the system hydrology and project area.
6a.2	Base Clearance Calculations	Per Location	0	0	0	N/A
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A
6a.4	Design of Cross Drains	EA	0	0	0	N/A
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	N/A
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	N/A
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	N/A
6a.9	Design of Storm Drains	EA	8	3	24	Collection of runoff from roadway
6a.10	Optional Culvert Material	EA	0	0	0	N/A
6a.11	French Drain Systems	Per Cell	0	0	0	N/A
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	N/A
6a.12	Drainage Wells	EA	0	0	0	N/A
6a.13	Drainage Design Documentation Report	LS	1	16	16	Drainage documentation for surface drainage.
6a.14	Bridge Hydraulic Report	EA	1	0	0	Bridge Hydraulics Report (BHR) already prepared by another consultant. County to provide all necessary changes and updates as needed to the BHR for permitting.

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	0	0	0	N/A
6a.16	Quantities for EQ Report	Drainage Structures	8	Calculated Hours	8	
		Phase 2 Submittal		8		
6a.17	Cost Estimate	LS	1	8	8	Provide cost estimate input.
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	N/A
6a.19	Hydroplaning Analysis	LS	1	0	0	N/A
6a.20	Existing Permit Analysis	LS	1	0	0	N/A
6a.21	Other Drainage Analysis	LS	1	0	0	N/A
6a.22	Noise Barrier Evaluation	LS	1	0	0	N/A
6a.23	Erosion Control Plan	Per Mile	1	12	12	
Drainage Analysis Technical Subtotal					**84**	
6a.24	Field Reviews	LS	1	8	8	(2 persons x 1 mtg=8hrs)
6a.25	Technical Meetings	LS	1	6	6	Meetings are listed below
6a.26	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.27	Quality Assurance/Quality Control	LS	%	5%	5	
6a.28	Independent Peer Review	LS	%	0%	0	
6a.29	Supervision	LS	%	5%	5	
Drainage Analysis Nontechnical Subtotal					**24**	
6a.30	Coordination	LS	%	3%	3	
6a. Drainage Analysis Total					**111**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	1	2	2	SWFWMD Virtual Meeting		0
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	4	1	4	Permitting/RAI coordination meetings		0
Subtotal Technical Meetings				**6**			0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -

6b. Drainage Plans

Estimator: Bill Adams, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	1	24	24	One overall drainage map.
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	N/A
6b.3	Summary of Drainage Structures		Sheet	1	12	12	Summary of Quantities Sheet
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	N/A
6b.5	Drainage Structure Sheets (Per Structure)		EA	8	2	16	
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	N/A
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	N/A
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	N/A
6b.9	Retention/Detention Ponds Detail Sheets		Sheet	0	0	0	N/A
6b.10	Retention Pond Cross Sections		EA	0	0	0	N/A
6b.11	Erosion Control Plan Sheets		Sheet	2	6	12	
6b.12	SWPPP Sheets		Sheet	2	4	8	
					Drainage Plans Technical Subtotal	**72**	
6b.13	Quality Assurance/Quality Control		LS	%	5%	4	
6b.14	Supervision		LS	%	5%	4	
					6. Drainage Plans Total	**80**	

Project Activity 7: Utilities

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	Meeting is listed below	
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0		
7.3	Make Utility Contacts	LS	1	0	0		
7.4	Exception Processing	LS	1	0	0		
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below	
7.6	Individual/Field Meetings	LS	1	0	0	Meetings are listed below	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0		
7.8	Subordination of Easements Coordination	LS	1	0	0		
7.9	Utility Design Meeting	LS	1	0	0	Meeting is listed below	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0		
7.11	Utility Coordination/Followup	LS	1	24	24	Prime consultant oversight/management of utility coordination subconsultant and coordination with Polk County.	
7.12	Utility Constructability Review	LS	1	0	0		
7.13	Additional Utility Services	LS	1	0	0		
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0		
7.15	Contract Plans to UAO(s)	LS	1	0	0		
7.16	Certification/Close-Out	LS	1	0	0		
7.17	Other Utilities	LS	1	0	0		
				7. Utilities Total	**24**		

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			2
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0			0
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0			0
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**2**

Project Activity 8: Environmental Permits

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	0	0	
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	6	6	Review, coordination, and incorporate wetlands locations into project files.
8.2.3	Species Surveys	LS	1	6	6	Review and provide comments on Quest Environmental Assessment Report.
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	48	48	Prime consultant oversight/management of permitting, historical, and environmental subconsultants and coordination with Polk County. Assist Quest with providing permit sketches and drawings as needed.
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	**Complete and Submit Documentation for Coordination and/or USCG Permit Application**					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	2	2	Coordinate through email with the United States Coast Guard (USCG) to determine if the project falls within their jurisdiction.
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
	Environmental Clearances/Reevaluations					

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.13.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	Other Environmental Permits	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					**62**	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	1%	1	QA/QC of wetlands in project files.
8.20	Supervision	LS	%	1%	1	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					**2**	
8.21	Coordination	LS	%	5%	4	
8. Environmental Permits and Environmental Clearances Total					**68**	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
Technical Meetings		**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**	**PM Attendance at Meeting Required?**	**Number**
WMD		EA	0	0	0			0
NMFS		EA	0	0	0			0
USACE		EA	0	0	0			0
USCG		EA	0	0	0			0
USFWS		EA	0	0	0			0
FFWCC		EA	0	0	0			0
FDOT		EA	0	0	0			0
Other Meetings		EA	0	0	0			0
Subtotal Technical Meetings					**0**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)		EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings		EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings					**0**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	10	1	10	Key sheet for project and updates for all submittals.
9.2	Project Layout	Sheet	0	0	0	0	N/A
9.3	General Notes and Bid Item Notes	Sheet	1	14	1	14	General Notes Sheet for Bridge Culvert
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	Signature Sheet for project included in Task 3.9.
9.5	Incorporate Report of Core Borings	Sheet	2	2	2	4	Include report of core borings for bridge and temporary sheet pile walls.
9.6	Standard Plans- Bridges	LS	1	2		2	Index 415-001 and box culvert standard plans.
9.7	Existing Bridge Plans	LS	1	0		0	N/A - No existing bridge plans to incorporate.
9.8	Quantities for EQ Report	LS	1	16		16	1. Summary of Structures Quantities for Bridge, 2. Summary of Walls
9.9	Cost Estimate	LS	1	8		8	Prepare structures (bridge culvert & temporary walls) cost estimate at 60%, 90% and 100% plan submittals.
9.10'	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	None anticipated.
	Structures - Summary and Miscellaneous Tasks and Drawings				4	54	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	0	0	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									
10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 10	0									
17	Retaining Walls	88								88	
18	Miscellaneous Structures	152									152
Structures Technical Subtotal		240	0	0	0	0	0	0	0	88	152

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.11	Field Reviews	LS	1	16	16	Preliminary Field Review (2 persons x 1 mtg=8hrs), 90% Field Review Plans-In-Hand (2 persons x 1 mtg=8hrs)
9.12	Technical Meetings	LS	1	10	10	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	6%	18	
9.14	Independent Peer Review	LS	1	0	0	
9.15	Supervision	LS	%	5%	15	
Structures Nontechnical Subtotal					59	
9.16	Coordination	LS	1	84	84	Roadway (20 Hrs), Utilities (4hrs), Permit (4hrs), Polk County Survey (4hrs), Geotechnical Bridge Culvert and Temp. Walls (24hrs), Review/Comments on Geotech Report (4hrs), Environmental (Wetlands) (4hrs), Bridge Hydraulics Report (4hrs), 60%/90%/100% Comment Responses (3hrs x 3=9hrs), FDOT Bridge Maintenance for New Bridge No. and Forms (4hrs), FDOT Bridge Maintenance for Load Rating Submittal/Comments/Any Resubmittals (3hrs).
9. Structures - Summary and Miscellaneous Tasks and Drawings					197	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	0	0	0			0
90/100% Comment Review	EA	3	1	3	Virtual Meetings 60%, 90%, 100%		0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	1	1	1	Virtual Meeting		0
Local Governments (cities, counties)	EA	2	2	4	Virtual Meetings		0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	1	2	2	Virtual Meetings		0
Subtotal Technical Meetings				**10**			0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**10**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Project Activity 17: Retaining Walls

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	2	4		8	2 temporary sheet pile walls to facilitate construction of bridge box culvert.
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	0	0		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.6	Details	Sheet	0	0	0	0	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	2	12		24	2 temporary sheet pile walls to facilitate construction of bridge box culvert.
17.18	Vertical Wall Geometry	EA Wall	2	4		8	2 temporary sheet pile walls to facilitate construction of bridge box culvert.
17.19	General Notes, Tables and Misc. Details	Sheet	1	12	1	12	
17.20	Wall Plan and Elevations	Sheet	2	12	2	24	
17.21	Details	Sheet	1	12	1	12	Section through wall.
	17. Structures - Retaining Walls Total				**4**	**88**	

Project Activity 18: Miscellaneous Structures

Estimator: Scott Radecki, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	1	88		88	- 8 Cell Bridge Culvert Design, Wingwall Design, Headwall Design, and Horizontal/Vertical Geometry (64 hrs) - FDOT Full Load Rating Report to latest FDOT Load Rating Manual Standards Including: Load Rating Package Preparation (Load Rating Summary Form, S&S of Summary Form, Narrative, Load Rating Calculations, Inclusion of Relevant Plan Sheets, Quick Check of Controlling Load Rating); Reviewing and Responding to Load Rating Comments from FDOT; Preparation of S&S Load Rating Resubmittal, if required; As-built load rating letter to FDOT. (24hrs)
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	N/A
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	1	8	1	8	Bridge Culvert Data Table Sheet
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	4	14	4	56	- Plan and Elevation plan sheet (24hrs) - 2 Reinforcing Bar List Plan Sheets (2x10hrs=20hrs) - Bridge Culvert Load Rating Summary Plan Sheet (12hrs)
	Strain Poles						
18.5	Steel Strain Poles	Initial Config	0	0		0	N/A
		EA Add'l Config	0	0		0	N/A
18.6	Concrete Strain Poles	Initial Config	0	0		0	N/A
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	N/A
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	N/A
	Mast Arms						
18.9	Mast Arms	EA Design	0	0		0	N/A
18.10	Mast Arms Data Table Plan Sheets	Sheet	0	0	0	0	N/A
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	N/A
	Overhead/Cantilever Sign Structures						
18.12	Cantilever Sign Structures	EA Design	0	0		0	N/A
18.13	Overhead Span Sign Structures	EA Design	0	0		0	N/A
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	N/A
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	N/A
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	N/A
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	N/A
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	N/A
	High Mast Lighting						
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	N/A
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	N/A
	Noise Barrier Walls (Ground Mount)						

Project Activity 18: Miscellaneous Structures

18.21	Horizontal Wall Geometry	EA Wall	0	0		0	N/A
18.22	Vertical Wall Geometry	EA Wall	0	0		0	N/A
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	N/A
18.24	Control Drawings	Sheet	0	0	0	0	N/A
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	N/A
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	N/A
18.27	Aesthetic Details	LS	1	0		0	N/A
	Special Structures						
18.28	Fender System	LS	1	0		0	N/A
18.29	Fender System Access	LS	1	0		0	N/A
18.30	Special Structures	LS	1	0		0	N/A
18.31	Other Structures	LS	1	0		0	N/A
	Ancillary Structures Report						
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	N/A
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	N/A
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	N/A
18.35	Ancillary Structures Report	LS	1	0		0	N/A
	18. Structures - Miscellaneous Total				**5**	**152**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Mike Mohler, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	48	48	24-hrs (60%), 16-hrs (90%), 8-hrs (100%)
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	N/A
19.5	Sign Panel Design Analysis	EA	1	0	0	N/A
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	Quantities for EQ Report	LS	1	4	4	
19.8	Cost Estimate	LS	1	0	0	Included within Roadway Analysis (Task 4.16)
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	0	0	N/A
Signing and Pavement Marking Analysis Technical Subtotal					**52**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	2	2	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	3	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	3	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**8**	
19.16	Coordination	LS	%	5%	3	
19. Signing and Pavement Marking Analysis Total					**63**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	1	2	2			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**2**	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**2**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Mike Mohler, PE

AVON PARK CUT OFF ROAD BRIDGE 164312 REPLACEMENT

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	Hours for developing Key Sheet are included in Task 9.1.
20.2	General Notes/Pay Item Notes		Sheet	1	4	1	4	
20.3	Project Layout		Sheet	0	0	0	0	N/A
20.4	Plan Sheet		Sheet	2	5	2	10	
20.5	Typical Details		EA	0	0		0	N/A
20.6	Guide Sign Worksheets		EA	0	0		0	N/A
20.7	Traffic Monitoring Site		EA	0	0		0	N/A
20.8	Cross Sections		EA	0	0		0	N/A
20.9	Special Service Point Details		EA	0	0		0	N/A
20.10	Special Details		LS	1	0		0	N/A
20.11	Interim Standards		LS	1	0		0	N/A
Signing and Pavement Marking Plans Technical Subtotal						**3**	**14**	
20.12	Quality Assurance/Quality Control		LS	%	5%		1	
20.13	Supervision		LS	%	5%		1	
20. Signing and Pavement Marking Plans Total						**3**	**16**	

October 28, 2025

Scott Radecki, PE
Senior Project Manager
Consor
sradecki@consoreng.com

QUEST
ecology

RE: Avon Park Cut Off Road Bridge 164312 Replacement
Polk County, Florida

Dear Mr. Radecki:

Thank you for the opportunity to provide this proposal to assist with environmental permitting for the above-referenced project. Our proposed scope of work is detailed below.

Task 1 – Wetland Evaluation
Quest Ecology Inc. (Quest) will compile background information, to include available data such as soils and NWI, and create field maps in preparation of field reviews. As required by the USACE, Quest will download applicant permission forms from the United States Army Corps Engineers (USACE) portal, obtain signatures, and submit them to the USACE in advance of field review. Quest staff will conduct an inspection of the proposed project limits and will delineate the landward extent of wetlands and other surface waters jurisdictional to the Southwest Florida Water Management District (SWFWMD) and the United States Army Corps of Engineers (USACE). Quest will use a handheld GPS to record wetland boundaries. Delineation services will include field inspection with regulatory agencies as necessary during permitting.

Task 2 – Wildlife Evaluation
Quest will inspect the project area for evidence of the occurrence of wildlife including those listed by state and federal regulatory agencies as endangered, threatened, or species of special concern (listed species). The wildlife evaluation will address the potential occurrence of gopher tortoise, bald eagle, wood stork, and other species anticipated to occur based on documented occurrences and the presence of suitable habitat within project limits. This proposal does not include specialized surveys such as call and response surveys for the Eastern black rail or acoustic surveys for the Florida bonneted bat.

Task 3 – Environmental Assessment Report
Quest will provide an environmental assessment report documenting the existing environmental conditions including a narrative description of wetlands and other natural habitats observed within and adjacent to the project limits, wildlife and listed species habitats and occurrences, and permitting and mitigation requirements for proposed impacts to natural resources. The report will address current environmental permitting criteria of SWFWMD and the USACE for activities in and adjacent to wetlands and other surface waters.

Task 4 – SWFWMD Environmental Resource Permit
Quest will prepare the appropriate sections of the Environmental Resource Permit (ERP) application for submittal to SWFWMD, as well as required supporting documents including UMAM forms. It is understood that Quest will prepare each required section of the permit application and include the

above environmental assessment report to address environmental review criteria. Quest will also prepare the required sections of the permit applications that address engineering design criteria based upon information to be provided by Consor. Consor will provide all design plans and engineering information necessary for Quest's preparation of the applicable sections of the ERP application. Quest, with assistance from Consor, will submit the permit application electronically following review and approval by Polk County. Permit fees are not included in this proposal. Quest will respond to up to (2) requests for additional information (RAI) from SWFWMD.

Task 5 – USACE Nationwide Permit

Quest will prepare the appropriate sections of the Nationwide Permit (NWP) application for submittal to the USACE, as well as required supporting documents including WDDF. Quest will review and apply as appropriate the USACE *Minimum Standards of Aquatic Resource Delineation*. It is understood that Quest will prepare each required section of the permit application; the above environmental assessment will be incorporated into the Aquatic Resource Delineation Report utilizing the USACE template. Quest will also prepare the required sections of the permit applications that address engineering design criteria based upon information to be provided by Consor. Quest will request a review of the Florida Master Site File (FMSF) including determination of whether the existing bridge culvert is included in the National Register of Historic Places (NRHP) and coordinate with the Florida Department of Environmental Protection (FDEP) regarding any State Historic Preservation Office (SHPO) requirements as required for the permit applications. Consor will provide all design plans and engineering information necessary for Quest's preparation of the applicable sections of the NWP application. Quest, with assistance from Consor, will submit the permit applications electronically via the RRS portal following review and approval by Polk County. Permit fees are not included in this proposal. Quest will respond to up to two (2) RAI from the USACE.

COSTS:

Proposed staff hours by task are provided in the attached spreadsheet. Rates and fees are provided below.

Staff Classification	Project Manager	Chief Scientist	Senior Environmental Specialist	Total Hours	Total Fee
Rate	$230	$165	$125	173	$28,670
Hours	21	121	31		
Cost	$4,830	$19,965	$3,875		

If you have any questions please feel free to contact me. We look forward to assisting you with this project.

Sincerely,

Quest Ecology Inc.

Vivienne Handy
President

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Avon Park Cut Off Road Bridge 164312 Replacement
County: Polk
FPN: 0
FAP No.: 1/0/1900

Consultant Name: Quest Ecology Inc
Consultant No.: CON2501
Date: 10/28/2025
Estimator: Rebecca Barkdoll

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Scientist	Senior Env. Specialist	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$230.00	$165.00	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	173	21	121	31	0	0	0	0	0	0	0	0	0	173	$28,670	$165.72
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	173	21	121	31	0	0	0	0	0	0	0	0	0	173		
Total Staff Cost		$4,830.00	$19,965.00	$3,875.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$28,670.00**	**$165.72**

Check = $28,670.00

SALARY RELATED COSTS:					$28,670.00
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:					**$28,670.00**
Survey (Field)	0	4-person crew	$ -	/ day	$0.00
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$28,670.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$28,670.00**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 8: Environmental Permits

Estimator:

Avon Park Cut Off Road Bridge 164312 Replacement

0

Representing	Print Name	Signature / Date
Polk County		
Quest Ecology Inc.	**Rebecca Barkdoll**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	9	9	Compile background data; desktop research; Prepare maps/figures, research past permits; download applicant permission forms from USACE RRS portal and obtain signatures, submit in advance of field review
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	no ponds
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	16	16	Delineate boundaries of wetlands and other surface waters and aquatic resources, mark with GPS; gather info for UMAM data sheets and WDDF; prepare maps for survey crew use (2 staff, 1 field day w/travel)
8.2.3	Species Surveys	LS	1	4	4	Conduct visual survey of ROW & immediately adjacent areas for protected species and/or suitable habiat; record any observations with GPS. *Does not include acoustic surveys for bats or call-response surveys for Eastern black rail, or other specialty surveys.*
8.3	Agency Verification of Wetland Data	LS	1	10	10	schedule and attend joint site review with the SWFWMD and USACE to review wetland lines, proposed UMAM scores, and WDDF; follow up edits & correspondence
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	75	75	provide environmental assessment narrative with wetland and listed species descriptions, permitting and mitigation requirements. For Environmental Resource Permit (ERP) prepare UMAM forms, compile required maps and documents, fill out permit application. For USACE Nationwide Permit (NWP), prepare WDDF, submit FMSF review request, draft Aquatic Resource Delineation Report, review and apply the appropriate *Minimum Standards of Aquatic Resource Delineation* including recommended report template, compile required maps and documents, fill out permit application. Submit draft permit applications for review by engineer and Polk County. Finalize and upload applications; respond to up to two (2) RAI per agency.
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	8	8	coordinate potential future permitting or mitigation needs for protected species
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	10	10	Review draft plans/impacts for permitting requirements; Review permit application drawings to ensure required information
8.6	**Complete and Submit Documentation for Coordination and/or USCG Permit Application**					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	10	10	determine mitigation needs; research mitigation banks in the basin; coordinate credit needs, purchases, forms, etc.
8.12	Regulatory Agency Support	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	5	5	coordinate SHPO requirements/contact the FMSF
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.15	Other Environmental Permits	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					**147**	
8.18	Technical Meetings	LS	1	2	2	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	6%	9	
8.20	Supervision	LS	%	5%	7	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					**18**	
8.21	Coordination	LS	%	5%	8	
8. Environmental Permits and Environmental Clearances Total					**173**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	1	2	2	virtual pre-app meeting	yes	0
NMFS	EA	0	0	0			0
USACE	EA	1	2	2	virtual pre-app meeting	yes	0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	2	2	4	kick off meeting, Prime/County status meetings	yes	0
Subtotal Technical Meetings				**8**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**8**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 8.18

Carries to Tab 3

UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
888.778.ECHO
www.echoues.com
Grow, Inspire, Make a Difference

~~October 16, 2025~~ **~~(Revised 10/21/2025)~~** **~~(Revised 10/31/2025)~~** **(Revised 12/08/2025)**

Scott Radecki, PE
Senior Project Manager
Consor
2121 Old Hickory Tree Rd.
St. Cloud, Florida 34772
sradecki@consoreng.com
(888) 451-6822 Ext. 52430

PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING (SUE) AND UTILITY COORDINATION (UC) SERVICES

Project: Avon Park Cutt Off Rd Bridge (164312) Replacement, Polk County, Florida

Dear Mr. Radecki:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal inclusive of economical offer and schedule details the approach we consider as the most suitable for your specific project's needs.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of design services for bridge replacement of the **Avon Park Cutt Off Rd Bridge (164312), Polk County, Florida.** ECHO has been tasked with performing subsurface utility engineering (SUE) services necessary to determine the horizontal and limited vertical disposition of below ground utilities and to perform the corresponding utility coordination (UC) services to address potential utility relocations.

Project Limits: ECHO's proposed services will be performed within a well-defined area (i.e., Project Limits) as shown on the attached EXHIBIT A. The area covers the roadway replacement project limits that extend 400 feet before and after the existing bridge.

Subsurface Utility Engineering (SUE) Services: Using a combination of field investigative techniques and technology, including surface geophysical instruments and vacuum excavation, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate

method (i.e., pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark conductive and non-conductive underground utilities potentially in conflict with the proposed bridge replacement location within the project limits, with the exclusion of irrigation lines, minor services lines (private facilities) and gravity lines (i.e. stormwater, sewer, etc.).

2. **Test Holes – (16 total). Verification of utility location and characteristics**. At locations selected by the Client and as identified in the attached exhibit, ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. vertical depth of utility below the surface, utility type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information (i.e. vertical depth of utility below the surface, utility type, size, shape, material, and orientation), mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

3. **Survey of SUE:**
    a. ECHO will perform a utility survey, collecting below ground utilities designated (line work) and located (test holes) per steps above in FDOT Connect 2024, MicroStation Open Roads Designer 2024. The utility survey collecting below ground utilities designated (line work) will be performed by ECHO as part of the utility coordination services.
    b. The coordinate system will be based on the control to be performed by Polk County.

    All surveying services to be provided by ECHO shall be coordinated with the Polk County Survey & Mapping Section and all work shall be done in accordance with the Survey & Mapping Section's current survey procedures, right-of-way manuals, and Chapter 472 of Florida Administrative Code.

    The methodology proposed to perform and prepare the utility survey is the discretion of ECHO. This methodology must be approved by the County Surveying and Mapping Department, the County Location Surveyor, or his designee. When utilizing conventional survey instruments and technologies, ECHO shall follow the FDOT Surveying Procedure, Topic No. 550-030-101.

SUE Deliverables:

1. Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the found utilities.
2. Office deliverables will consist of:
    - images and a sketch (out of scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
    - Test hole data sheets containing all the information obtained via test holes and visual verification.

3. Deliverables will consist of an electronic file (MicroStation) and a signed and sealed surveyor report. Our SUE CADD file will be based upon the County's survey control file and referenced into the engineer of record's (EOR) design file.

Proposed Schedule: We propose to mobilize for this work within 15 days from the SUE Services Notice to Proceed by Consor. Field work will take a maximum of 5-6 working days for all designating and locating (16 test holes) activities. Deliverables will be submitted within 15 working days after test holes are completed.

Utility Coordination (UC) Services: ECHO is responsible for certifying that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

1. Identification of Utility Agency / Owners (UAOs) within the corridor requiring coordination
2. Make Utility Contacts – send design plans to UAOs to establish existing facilities (green-lines) and later in the process to determine if facilities are impacted by the project.
3. Field review of the project site.
4. Collect and review all data received from the UAOs.
5. Follow-up with UAOs to ensure required data is secured in a timely fashion.
6. Review utility markups and Utility Relocation Schedules & Permits (Polk County Format), and processing of schedules and any required agreements.
7. Finalize/Certify to the Engineer of Record (EOR) that all coordination efforts are complete and supply all data to support the certification. Includes final Utility Relocation Schedules and Permit Forms as needed for each utility.
8. Review the utility adjustment sheets created by CONSOR to verify utilities are accurately shown. If SUE is performed, will verify that utilities located and designated are shown properly.

Utility Coordination Deliverables:

1. All plans and data received from UAOs.
2. All correspondence relevant to the coordination efforts (including but not limited to: All signed Utility Relocation Schedules & Permits, letters of no involvement, letters of no conflict, 811 design ticket, and all correspondence with UAO's during design).
3. Any meeting notes or minutes created.
4. Certification Letter to EOR stating that all known utility conflicts have been cleared on letterhead. If not cleared, list the utilities and the reasons why.

Utility Coordination Schedule:
We propose to begin the utility coordination efforts upon receipt of Utility Coordination Services Notice to Proceed by Consor the day after the project's 60% plans submittal to the County or sooner if the plans are at a point to communicate accurately the project intent to the UAOs. We propose to complete the utility coordination by the project's 100% plans submittal to the County or sooner. We will coordinate with CONSOR to assist in developing the overall project schedule, within the first two weeks after the County's NTP, to allow for a reasonable time frame to complete the utility coordination.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear of obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. FDOT Design Standards (Index 102 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 102 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
6. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
7. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g., use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
8. Regardless of the type of estimate proposed (e.g., lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
9. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
10. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
11. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Fee: ECHO's economical offer is provided below.

- Subsurface Utility Engineering (SUE) = $ 13,676.07 (Limiting Amount)
- Utility Coordination (UC) = $ 6,232.05 (Limiting Amount)

TOTAL = $ 19,908.12 (Limiting Amount)

Acceptance: We will honor this proposal for 90 days. If accepted, please return together with the associate subagreement duly executed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients, driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for your project, and please do not hesitate to contact me directly should you have any question or concern.

Sincerely,



Jeraldo 'Jerry" Comellas, Jr., PE

President

ECHO UES, Inc.

Staff Hours and Fee

ESTIMATE OF WORK EFFORT AND COST - ECHO (Subconsultant)

Exhibit "B"

Negotiated Hours

Name of Project: Avon Park Cutt Off Rd Bridge_164312 (SUE & UC)
County:
FPN: 0
FAP No.: N/A

Contract No.: X-XXXX
0 0
0 0

Consultant Name: ECHO
Consultant No.: enter consultants proj. number
Date: 10/21/2025
Estimator: Jerry Comellas, Jr., PE

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	SUR Senior Surveyor	SUR Project Surveyor	SUR Survey/GIS/SUE Analyst 3 (Senior)	Sr. Utility Coordinator	Utility Coordinator	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr Engineer Technician	Technician / Clerical	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$222.33	$222.33	$137.49	$89.69	$118.85	$70.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
7. Utilities	66	0	0	0	0	33	33	0	0	0	0	0	0	0	0	0	0	66	$6,232.05	$94.43
27b. Survey- (SUE) Field & Office Support	22	2	2	7	11	0	0	0	0	0	0	0	0	0	0	0	0	22	$2,838.34	$129.02
Total Staff Hours	**88**	**2**	**2**	**7**	**11**	**33**	**33**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**88**		
Total Staff Cost		**$444.66**	**$444.66**	**$962.43**	**$986.59**	**$3,922.05**	**$2,310.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$9,070.39**	**$103.07**

Check = $9,070.39

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.
2. UNUSED Subconsultant "ROWS SHALL be hidden."

SALARY RELATED COSTS:				$9,070.39
OVERHEAD:		0.00%		$0.00
OPERATING MARGIN:		0.00%		$0.00
FCCM (Facilities Capital Cost Money):		0.000%		$0.00
EXPENSES:		0.00%		$0.00
Environmental Permit Fees: ECHO				$0.00
			SUBTOTAL ESTIMATED FEE:	**$9,070.39**
Survey Survey (Non-SUE) Field	0.0	4-person crew days @	$0.00 / day	$0.00
(SUE)				
Survey (SUE-Designate) Field	2.3	3-person crew days @	$1,921.20 / day	$4,418.76
Survey (SUE-Locate) Field	2.3	3-person crew days @	$1,921.20 / day	$4,418.76
Survey (SUE-Survey) Field	1.4	3-person crew days @	$1,428.72 / day	$2,000.21
			(SUE-Field) SUBTOTAL ESTIMATED FEE:	**$10,837.73**
			GEOTECHNICAL (Field and Lab Testing):	$0.00
			SUBTOTAL ESTIMATED FEE:	**$19,908.12**
			Optional Services:	$0.00
			GRAND TOTAL ESTIMATED FEE:	**$19,908.12**

Vicinity Map: EXHIBIT A



Location Map: EXHIBIT A



CONSOR

Labor Category	Range of Direct Labor Rates (rounded to the nearest dollar)	Range of Hourly Billing Rates (rounded to the nearest dollar)
Contract Manager	$125.00 - $125.00	$380.00 - $380.00
Chief Engineer	$81.00 - $133.00	$248.00 - $405.00
Project Manager	$75.00 - $86.00	$228.00 - $261.00
Senior Engineer - Roadway	$80.00 - $96.00	$245.00 - $292.00
Senior Engineer - Traffic Control	$93.00 - $94.00	$283.00 - $284.00
Project Engineer - Traffic Control	$34.00 - $46.00	$104.00 - $140.00
Engineer Intern - Traffic Control	$33.00 - $34.00	$102.00 - $103.00
Project Engineer - Roadway	$47.00 - $59.00	$144.00 - $180.00
Engineer Intern - Roadway	$34.00 - $35.00	$104.00 - $106.00
Senior Engineer - Drainage	$65.00 - $87.00	$197.00 - $265.00
Project Engineer - Drainage	$55.00 - $58.00	$169.00 - $176.00
Engineer Intern - Drainage	$29.00 - $49.00	$90.00 - $147.00
Senior Engineer - Structures	$52.00 - $86.00	$159.00 - $261.00
Project Engineer - Structures	$43.00 - $67.00	$130.00 - $203.00
Engineer Intern - Structures	$34.00 - $39.00	$104.00 - $119.00
Senior Engineer - PD&E	$96.00 - $125.00	$291.00 - $380.00
Senior Engineer - Water/Wastewater	$62.00 - $63.00	$190.00 - $190.00
Engineer Intern - Water/Wastewater	$34.00 - $41.00	$104.00 - $125.00
Team Leader - Bridge Inspection	$48.00 - $79.00	$148.00 - $238.00
Assistant Inspector - Bridge Inspection	$24.00 - $38.00	$74.00 - $114.00
Report Technician - Bridge Inspection	$22.00 - $27.00	$68.00 - $81.00
Diver - Bridge Inspection	$35.00 - $56.00	$107.00 - $170.00
Senior Technician	$35.00 - $40.00	$107.00 - $122.00
Technician	$25.00 - $32.00	$76.00 - $95.00
Admin/Clerical	$21.00 - $23.00	$65.00 - $70.00
CEI Project Administrator	$65.00 - $74.00	$197.00 - $225.00
CEI Engineer	$74.00 - $74.00	$224.00 - $225.00
CEI Senior Inspector/Technician	$28.00 - $57.00	$85.00 - $173.00
CEI Inspector/Technician	$21.00 - $34.00	$63.00 - $104.00
Emergency Management	$57.00 - $92.00	$174.00 - $279.00
Planner	$64.00 - $65.00	$197.00 - $198.00
Grant Writing	$50.00 - $51.00	$153.00 - $154.00

CONSOR

RFP: 22-242

Labor Multiplication Calculation:		
	Direct Labor	1.00000
	Payroll Burden/Fringe Benefits	0.00075
	Overhead/General/Admin	1.70580
	Subtotal	2.70655
	Profit (12%)	0.32479
	TOTAL MULTIPLIER	**3.0400**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2026

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

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

PRODUCER
MARSH USA LLC.
1900 LAWRENCE STREET, SUITE 1900
DENVER, CO 80202-5534

CN144764051–GAUWP-25-26 D22048 9FL.06

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : N/A	N/A
INSURER C : National Fire Insurance Company	20478
INSURER D : Axis Surplus Insurance Company	26620
INSURER E : The Continental Insurance Company	35289
INSURER F :	

INSURED
Consor North America, Inc
6505 Waterford District Drive, Suite 470
Miami, FL 33126

COVERAGES **CERTIFICATE NUMBER:** SEA-004179221-04 **REVISION NUMBER:** 8

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:	Y	Y	7095110478	12/31/2025	12/31/2026	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 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		7095132738	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
E	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			8018283485	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7095135476 (AOS) 7095140595 (CA)	12/31/2025 12/31/2025	12/31/2026 12/31/2026	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	Prof & Environmental Liability			EBZ634816/01/2025 SIR: 500,000	12/31/2025	12/31/2026	Per Claim Aggregate		2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Avon Park Cutoff Rd Bridge No. 164312 Replacement Consultant Services Authorization No. 22-084-04 (Consor Project No. D220489FL.06)

Polk County, a Political Subdivision of the State of Florida is included as additional insured where required by written contract with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County, a Political Subdivision of
the State of Florida
Procurement Division, Room 150,
330 West Church Street
Bartow, FL 33880

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Danesha Flowers

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
Per schedule on file with company

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHO OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

3002000527036907527424

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Agenda Item G.4. 2/3/2026

SUBJECT

Approve Land Purchase Agreement between Wynona Serenceses and Polk County for the construction of a new government center and CIP amendment and budget transfer. ($5,525,000 one-time expense - $569,500 one-time transfer)

DESCRIPTION

The County has a need for a new government center to service the northwest portion of the County. The new government center will be a replacement for the existing leased facility known as the Lakeland Government Center located at the northwest corner of Parker Street and Ingraham Avenue in Lakeland. To accommodate the increased growth in the northwest portion of the County the new government center would need to be located to the north and west of its current location. A review of available properties in the area, factoring in certain necessities such as size, location, access, transportation and utility accommodation, has revealed only one site which was determined to be reasonably suitable for the development of a new government center. The property identified as Parcel ID Number 232716-000000-044010 is a vacant parcel containing approximately 26.79 acres located along the east side of the four-lane portion of Kathleen Road to the south of Duff Road. County staff has had ongoing discussions with the owner, Wynona Serenceses, regarding the purchase of the site for the government center. The County hired an independent appraiser to establish a value for the property and the owner rejected the County's offer. Continued negotiations with the owner have resulted in a proposed purchase price for the property in the amount of $5,500,000 and she has executed a Land Purchase Agreement.

The County Attorney's Office and the Real Estate Services Director have reviewed the Land Purchase Agreement and recommend approval. The alternative of acquiring this property through condemnation litigation would result in substantial cost to the County. Approving the Land Purchase Agreement, authorizing the issuance of funds for the purchase and closing costs, and hiring American Government Services Corporation to close the transaction will allow the County to move forward with the purchase of the property for the proposed government center.

A project budget of $5,000,000 was included in the FY 25/26 adopted budget within the General Capital Improvement Fund. As some project expenditures have already occurred during FY 25/26, a CIP amendment in the amount of $569,500 is needed to cover the requested land purchase and closing costs in the amount of $5,525,000.

RECOMMENDATION

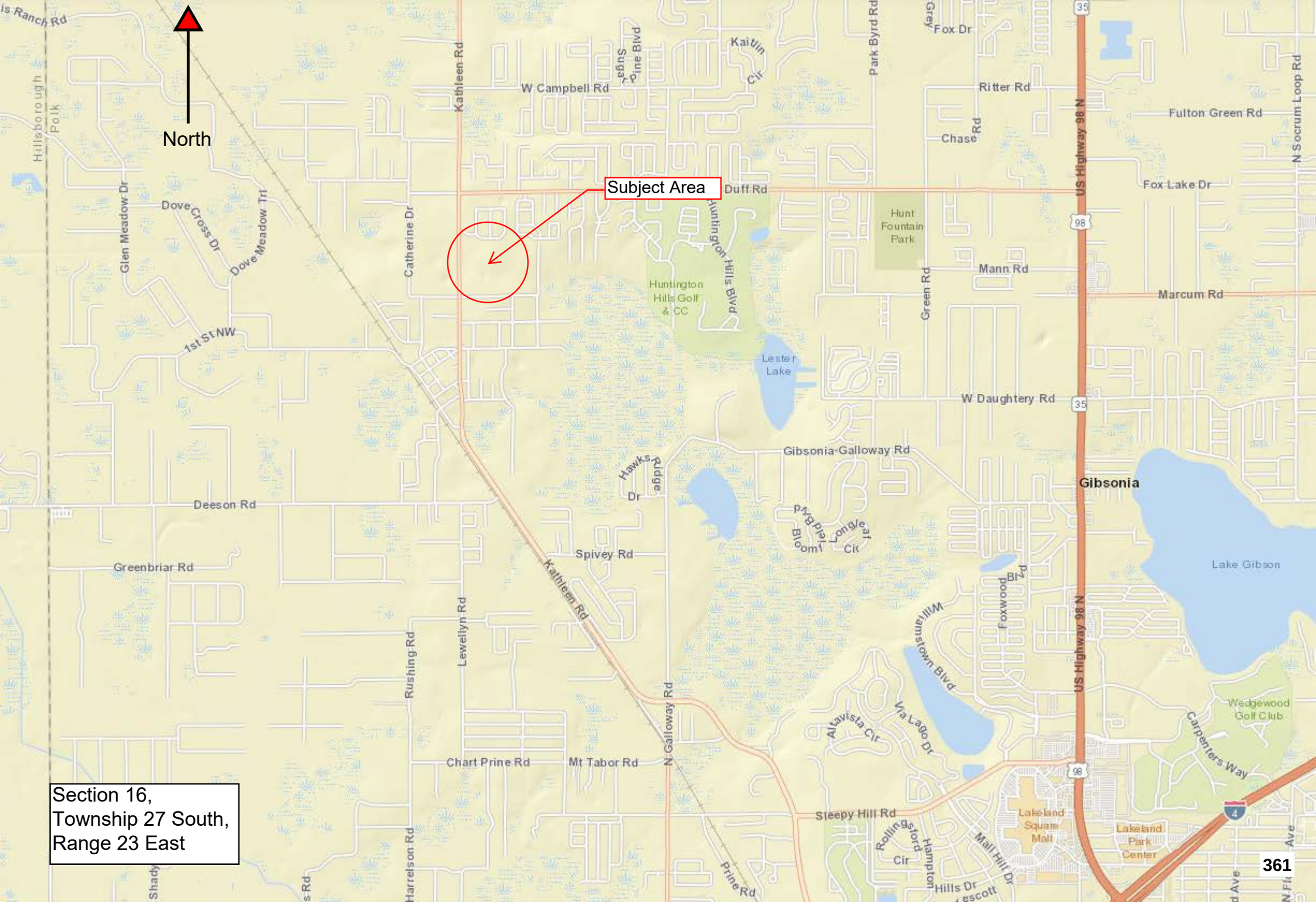
Request Board approve the aforementioned Agreement for Sale and Purchase and authorize the issuance of funds in the amount of $5,500,000 for the purchase; request Board approve the hiring of American Government Services Corporation to close the transaction and approve paying estimated closing costs in the amount of $25,000 for a total amount of $5,525,000; approve to a CIP amendment and budget transfer from reserves in the amount of $569,500 to fund the purchase and closing costs of the property.

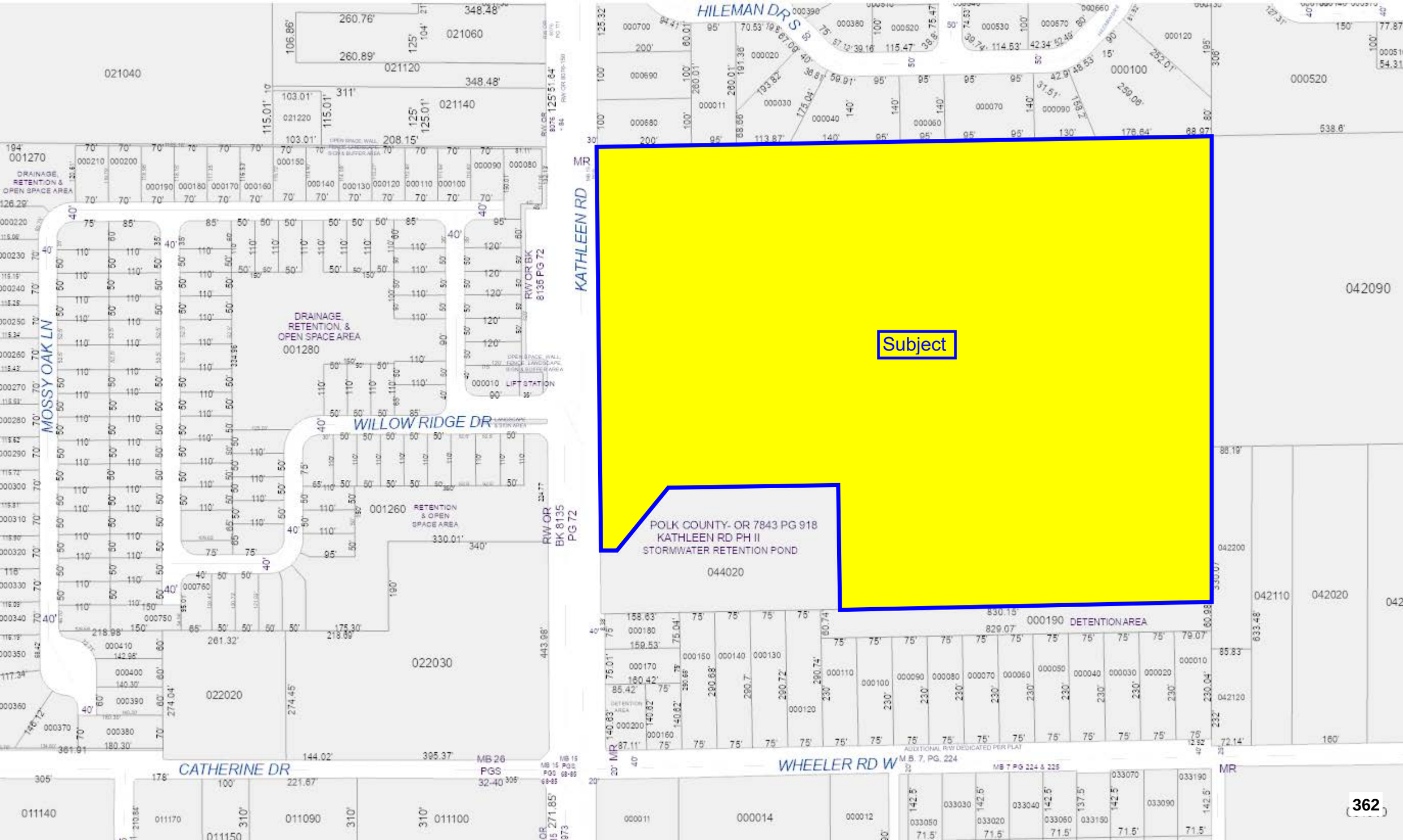
FISCAL IMPACT

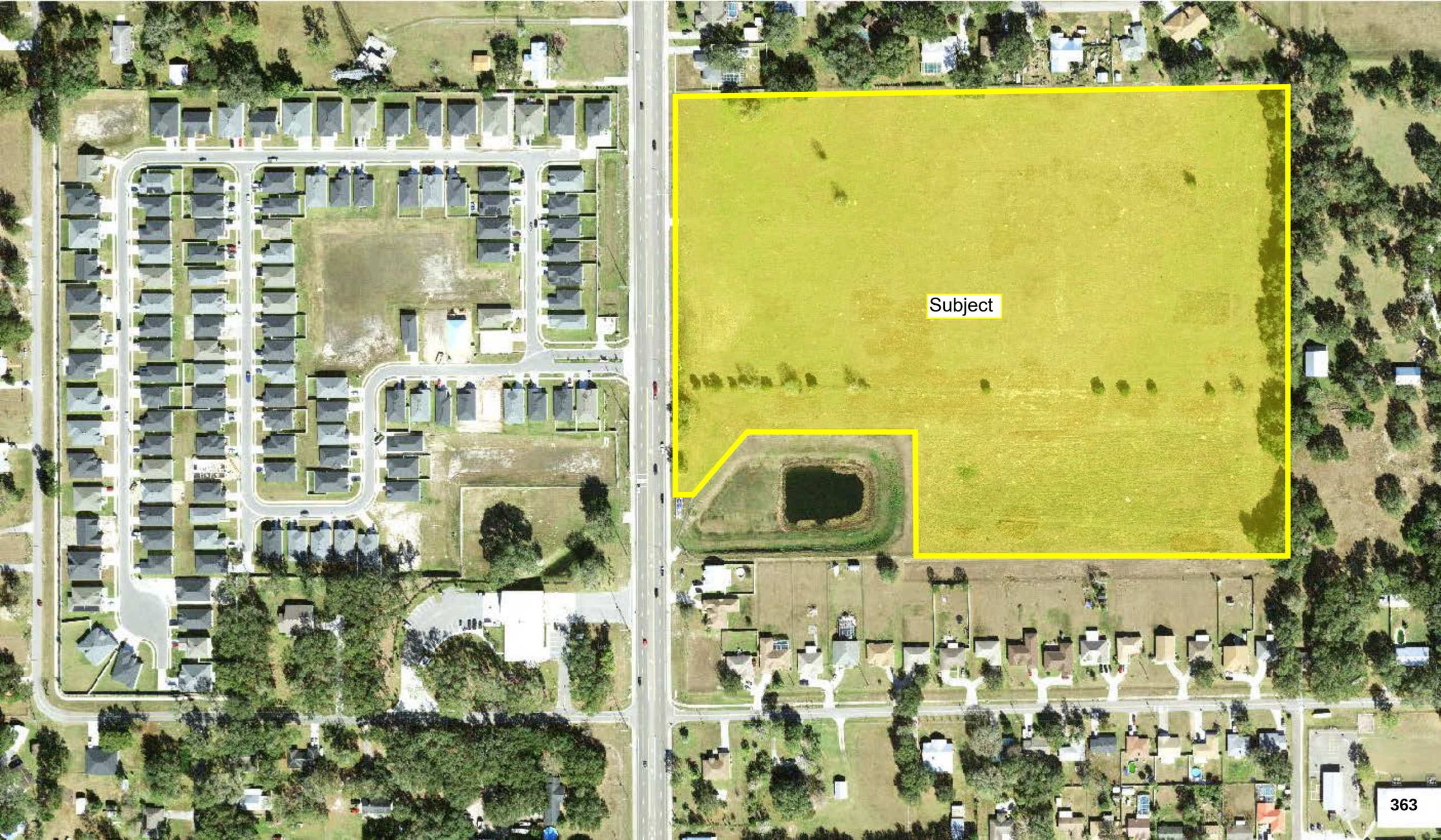
Upon approval of the CIP amendment, $569,500 will be transferred from the General Capital Improvement Fund Reserve for Future Capital Expansion. Funds in the amount of $5,500,000 for the purchase plus estimated closing costs in the amount of $25,0000 for a total of $5,525,000 will be available in the General Capital Improvement Fund.
The reserve will be replenished with ending fund balance during the FY 26/27 budget process.

CONTACT INFORMATION

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


North
Subject Area
Section 16,
Township 27 South,
Range 23 East
Duff Rd
W Campbell Rd
Kathleen Rd
Catherine Dr
Huntington Hills Blvd
Huntington Hills Golf & CC
Hunt Fountain Park
Mann Rd
Marcum Rd
Fox Lake Dr
Fulton Green Rd
Ritter Rd
Chase Rd
Green Rd
Park Byrd Rd
Kaitlin Cir
Sugar Pine Blvd
Fox Dr
US Highway 98 N
N Socrum Loop Rd
Glen Meadow Dr
Dove Cross Dr
Dove Meadow Trl
1st St NW
Hillsborough
Polk
Lester Lake
W Daughtery Rd
Gibsonia-Galloway Rd
Gibsonia
Hawks Ridge Dr
Deeson Rd
Greenbriar Rd
Spivey Rd
Kathleen Rd
Lewellyn Rd
Rushing Rd
N Galloway Rd
Chart Prine Rd
Mt Tabor Rd
Prine Rd
Harrelson Rd
Bloomfield Longleaf Cir
Foxwood Blvd
Williamstown Blvd
Lake Gibson
Wedgewood Golf Club
Carpenters Way
Altavista Cir
Via Lago Dr
Sleepy Hill Rd
Rollingsford Cir
Hampton Hills Dr
Mall Hill Dr
Lakeland Square Mall
Lakeland Park Center
361


HILEMAN DR S
KATHLEEN RD
MOSSY OAK LN
WILLOW RIDGE DR
CATHERINE DR
WHEELER RD W
Subject
POLK COUNTY- OR 7843 PG 918
KATHLEEN RD PH II
STORMWATER RETENTION POND
044020
DRAINAGE, RETENTION, & OPEN SPACE AREA
001280
001270
001260 RETENTION & OPEN SPACE AREA
000190 DETENTION AREA
000010 LIFT STATION
RW OR BK 8135 PG 72
021040
021060
021120
021140
021220
022030
022020
042090
042200
042110
042020
042120
000520
000100
011140
011090
011100
011150
000014
362


Subject

Board of County Commissioners

Parent Parcel ID Number: 232716-000000-044010
Northwest Government Center

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 16th day of January 2026, between **WYNONA SERENCESES,** whose mailing address is P.O. Box 798, Kathleen, Florida 33849, 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 No. 232716-000000-044010**, located in Polk County, Florida, as generally depicted in the attached **Exhibit "A"** and more particularly described in the attached **Exhibit "B",** containing approximately 26.79-acres, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the purchase price of **$5,500,000.00 (Five Million Five Hundred Thousand and 00/100 Dollars**).

(b) The Purchaser's payment of $5,500,000 (purchase price), together with applicable closing costs, shall be made to the title agency described in Section (e) herein for disbursement at Closing. Any improvements or personal property not removed within fourteen (14) days after the Closing shall be considered abandoned by the Owner.

(c) Purchaser and Owner agree to close no later than thirty (30) days following Board of County Commissioners approval of this Agreement.

(d) Purchaser agrees the purchase price is net to the Owner and the Purchaser agrees to pay all costs associated with purchase transaction to include 2026 pro-rated taxes, closing fee associated with the transaction, cost to record the deed, title search fee, Owner's title insurance premium, the documentary stamps on the deed, if applicable and ancillary recordable title curative documents. Purchaser will be responsible for the recording of the deed and ancillary recordable documents.

(e) Transaction will be closed by the Purchaser's title agent, American Government Services Corporation.

(f) Purchase and Owner acknowledge and agree that they have not incurred the services of a broker.

(g) Purchaser acknowledges that this conveyance of the Property is in lieu, and under threat, of condemnation.

(h) Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the Purchaser 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:_____
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:

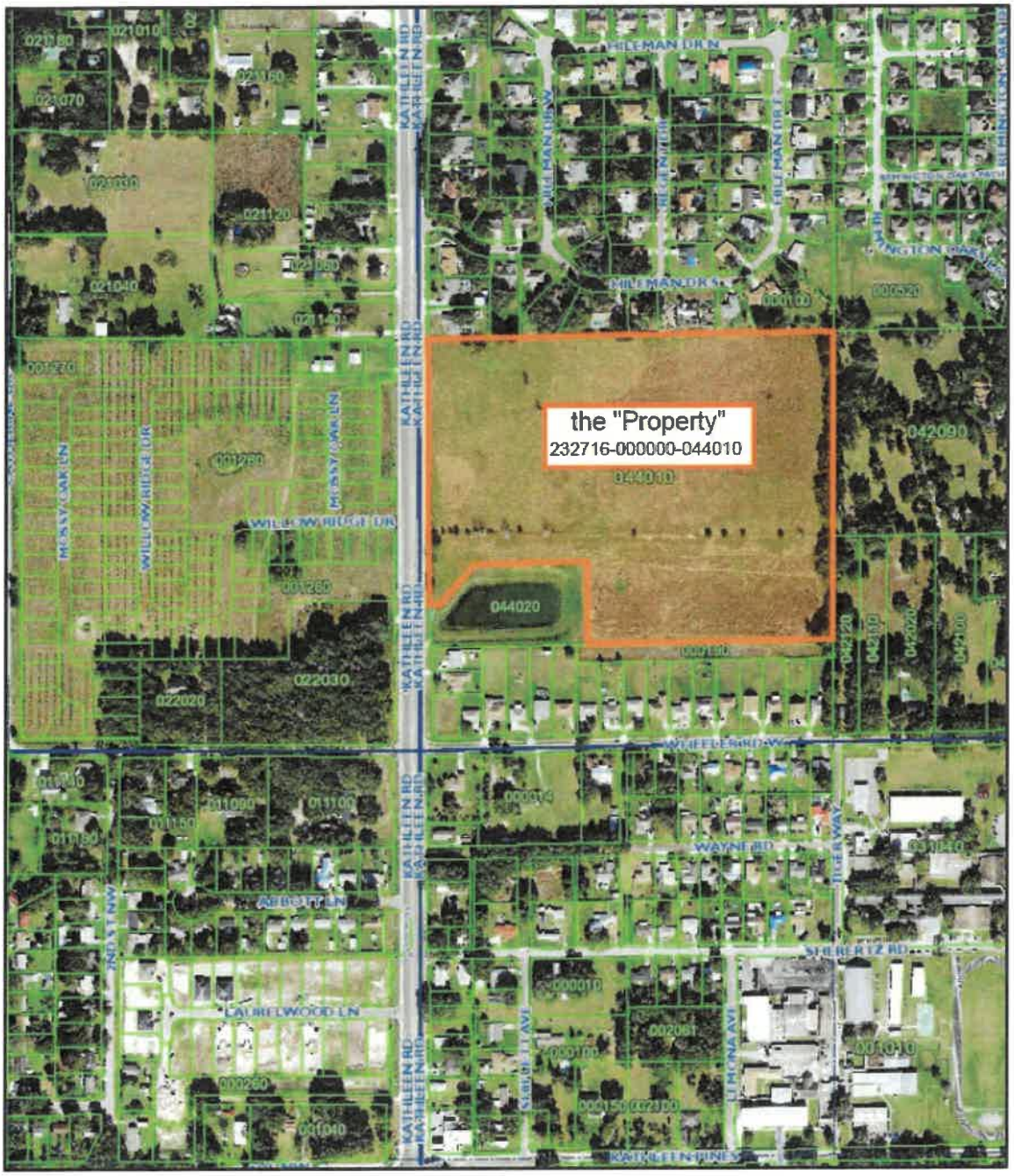
_____
Wynona Serenceses

Approved By Polk County BoCC

Date_____

Exhibit "A"

(General depiction of the Property)



Being a portion of the same property as described in that certain Personal Representative's Deed as recorded in Official Records Book 4632 at Page 4, Public Records of Polk County, Florida.

Exhibit "B"

(Legal description of the Property)

DESCRIPTION

THE NORTH 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT MAINTAINED RIGHT-OF-WAY FOR KATHLEEN ROAD (CR 35-A) AS RECORDED IN MAP BOOK 4 AT PAGES 158 THROUGH 167 AND IN MAP BOOK 15, AT PAGES 68 THROUGH 85 AND LESS AND EXCEPT PARCEL 178 OF THE KATHLEEN ROAD PHASE 2 PROJECT AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 7843, AT PAGES 918 THROUGH 921.

ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Legal Description Approved by:

John Richard Noland Jr. P.S.M. #5923
Polk County Board of County Commissioners
Roads and Drainage Division
Date: 12/22/2025

CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 2 September 2014)

Date	1/23/2026
CIP Project(s)	5700078
Division	Facilities
BRJ ID:	

	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
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL	$ -						
	Amount **TO**						% Increase
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL	$ -						

JUSTIFICATION (Attached Current Fiscal Year CIP Detail Sheets)

The Marigold Project 5400138 requires the purchase of Mitigation Bank Credits that were not budget for in the project. Request moving $433,750 from the Cypress Parkway Widening Project 5400140. Cypress Parkway Widening Project will be moved to the unfunded list next fiscal year due to project delays and overall cost increases.

APPROVALS

Division Director Approval:		8/20/2024
Policy 6.a: Budget/Procurement		**Policy 6.b: County Management/Designee**
Kristina Johnson 1/23/26		
(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 1/23/26

	For Transfers Requiring Board Approval					Board Date: 8/20/2024
	Amount **FROM**	Fund	Cost Center	Account	Project	
	$ 569,500.00	30801	010000308	5998140	0000000	
TOTAL	$ -					
	Amount **TO**	Fund	Cost Center	Account	Project	
	$ 569,500.00	30801	570308002	5666000	5700078	
TOTAL	$ -					

Justification: See attached Agenda Backup

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 08-24)

Agenda Item K.1. 2/3/2026

SUBJECT

Reappoint Skip Alford as Member (Seat 9) of the Polk County Industrial Development Authority, for the three-year term, February 6, 2026, through February 5, 2029.

DESCRIPTION

Purpose of Layboard: For the purpose of performing such acts necessary for the sound planning and development of Polk County, its industry, commerce and business.

Creating Authority: Special Act of the Legislature in 1969 and Chapter 159, Part III, Florida Statutes; Resolution 08-002.

Appointments: Nine members appointed by the Board of County Commissioners. At least one member of the IDA shall reside in each Commissioner's District and no more than three members may reside in the same District. No member shall hold dual office.

Term Limits: No term limits

Term of Office: Three years. Each member shall serve and continue to hold office until his successor is appointed. In the event of a vacancy in the office of any member during a term of office, the Board of County Commissioners shall appoint a successor for the period of the unexpired term.

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Reappoint Skip Alford as Member (Seat 9) of the Polk County Industrial Development Authority, for the three-year term, February 6, 2026, through February 5, 2029.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Ana C. Pereira, Executive Assistant of the Board

863-534-6049

AnaPereira@PolkFL.gov

Skip Alford

Skip Alford is an experienced executive leader with a career grounded in disciplined public service, strategic economic development, and collaborative community advancement. A 20-year veteran of the United States Air Force, he brings a leadership style defined by integrity, preparedness, and a mission-oriented mindset.

Following military service, Skip transitioned into Florida's chamber and economic development sector, where for more than 18 years he has helped lead organizations through growth, modernization, and deeper alignment between business, education, and workforce systems. His roles have included Director of Membership Development for the Panama City Beach Chamber of Commerce, CEO of the South Dade Chamber, President & CEO of the Greater Palm Harbor Area Chamber of Commerce, and currently President & CEO of the Lake Wales Area Chamber of Commerce & Economic Development Council.

In Lake Wales, Skip's work focuses on strengthening long-term economic competitiveness, expanding job opportunities, attracting private investment, and supporting responsible growth that protects cultural character while raising regional quality of life. His leadership emphasizes collaboration across industry, education, and local government to ensure strategic alignment and sustainable outcomes for students, families, and employers.

Skip holds a master's degree in human resource management from Troy University and maintains professional certifications from the U.S. Chamber of Commerce Institute of Management and the Florida Association of Chamber Professionals.

Originally from Clinton, Mississippi, Skip has been married to his wife Sue for 41 years. They have three sons and six grandchildren.

Agenda Item M.1. 2/3/2026

SUBJECT

Appoint Lita Epstein to the Tohopekaliga Water Authority (TWA) Board of Supervisors for the remainder of a vacated term ending September 30, 2028.

DESCRIPTION

State Legislature passed, and the Governor signed a bill allowing Polk County to appoint a voting member to the Tohopekaliga Water Authority (TWA or Toho) Board of Supervisors. The selected member must be: 1) a registered voter; 2) a rate payer in the TWA system; and 3) a resident of Polk County. The TWA Board of Supervisors sets policy and provides oversight of the TWA water and wastewater services in Osceola County and the Poinciana Water System. The Board meets at least twice per month in Kissimmee.

Polk County advertised for applicants who meet the criteria. Polk County received a submission from an interested individual, Ms. Lita Epstein. Staff have reviewed Ms. Epstein's application and confirmed she does meet the required criteria. Staff recommends Ms. Epstein as the next appointee to serve on the TWA Board of Supervisors.

TWA has asked the County Commission to appoint the new representative for the remainder of the term vacated by Gary L. Phillips ending September 30, 2028.

This request will assist TWA in aligning the terms of the full Board of Supervisors.

RECOMMENDATION

Recommend appointment of Lita Epstein to the Toho Board of Supervisors for the remainder of the vacated term ending September 30, 2028.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Bill Beasley, County Manager
County Manager's Office
(863) 534-6031
billbeasley@polkfl.gov

Lita Epstein, MBA

1197 Glendora Road
Poinciana, FL 34759
Phone: 863-604-4072
Email: lita@litaepstein.com

Professional Summary

Throughout my career, I have sought opportunities to learn and grow. I started working at the age of 19 as a newspaper reporter. Since then highlights of my career include writing over 45 books, managing the press operations of a California Congressman, raising millions of dollars for former President Carter's international work, and managing the finances of five departments for the facilities management section of The Emory Clinic.

Currently I run my own business as a independent contractor. I have over 50 books on the market.

Professional Experience

2001 to Present
Independent Contractor

Design, research and write books. My published works include: *Reading Financial Reports for Dummies, Trading for Dummies, Stock Charts for Dummies, Bookkeeping for Dummies, Surviving a Layoff, and Complete Idiot's Guide to Social Security and Medicare.* For Zovio, I wrote *Financial Decision Making* and adapted an accounting book for healthcare courses entitled, *Accounting for Healthcare Professionals*. In addition I develop and write online financial courses for *Excel with Business*, a company based in the United Kingdom. Freelance writing for Investopedia.

2000 to 2001
Content Director
MostChoice.com, Atlanta, GA

Developed and ran the website for this company, which sells insurance and other financial services. Planned and implemented public relations strategies.

1995 to 2000
Assistant Manager for Facilities Management
The Emory Clinic, Atlanta, GA

Developed the budget and managed the finances for the Facilities Management division of The Emory Clinic, which included five departments – mailroom, guest services, maintenance, materials management and transportation. Designed and implemented a Lotus Notes system to manage maintenance, construction projects and material services. Managed a clinic-wide lease program for copiers and faxes.

1989 to 1994
Associate Director of Development/Programs, The Carter Center, Atlanta, GA.
Developed and implemented the marketing plan to raise over $7 million dollars annually for The Carter Center of Emory University's international programs. Managed the solicitations of key prospects including foundations, corporations, and individuals.

1982 to 1989
Real Estate Sales, Town & Country Properties in Arlington, VA and Skyland Builders and Mayhew Bear Realty in Chapel Hill, NC.
Marketed new home projects for several small builders in Virgina and North Carolina. Assisted builders with their efforts to get approvals for new developments.

Additional work experience:

Publications Coordinator, University of North Carolina, Chapel Hill, NC.
Press Secretary, U.S. Congressman Jim Lloyd, Washington, D.C.
Grants Administrator, American Society for Microbiology, Washington, D.C.
Assistant Editor, Popular Photography Magazine, New York, NY.
Reporter, Jersey Journal, Jersey City, NJ.

Education

MBA, Emory Business School, GA - 1989
Merit Fellowship and Graduate Assistantship (Taught in Accounting Lab)

BA in Community Development, Rutgers University, NJ – 1974

Agenda Item O.1. 2/3/2026

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Six Traffic Calming Devices (Speed Humps) on Hancock Road, Near Kathleen. (Estimated $30,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Hancock Road. Hancock Road is located in the Kathleen area in S-4, T-27S, R-23E, and is classified as a Local Residential road.

Staff conducted traffic studies on Hancock Road, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of six traffic calming devices (speed humps) on Hancock Road. Cost for installation of the traffic calming devices is estimated at $30,000.00.

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 Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Hancock Road (Road Number 730401); from County Road 35A (Socrum Loop Road West) to Old Dade City Road. Located in S-4, T-27S, R-23E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Hancock Road qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Hancock Road were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Hancock Road to have six traffic calming devices installed between County Road 35A (Socrum Loop Road West) and Old Dade City Road.

Adopted in Regular Session duly assembled this 3rd day of February 2026.

Attest: Stacy M. Butterfield, Clerk	Board of County Commissioners Polk County, Florida
By:_____ Deputy Clerk	By: _____ Martha Santiago, Ed.D., Chair

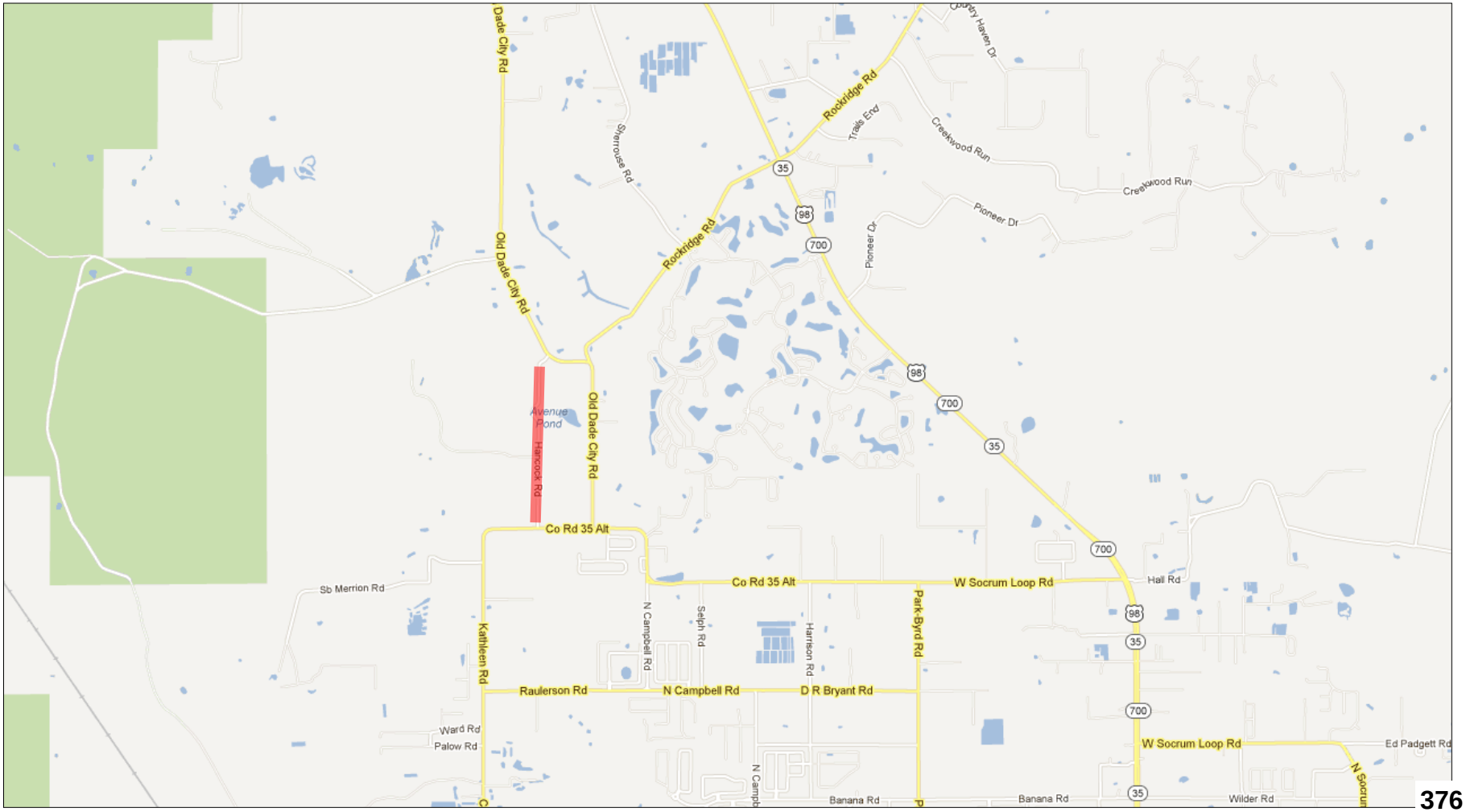
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N.T.S.

Hancock Rd (Kathleen Area)

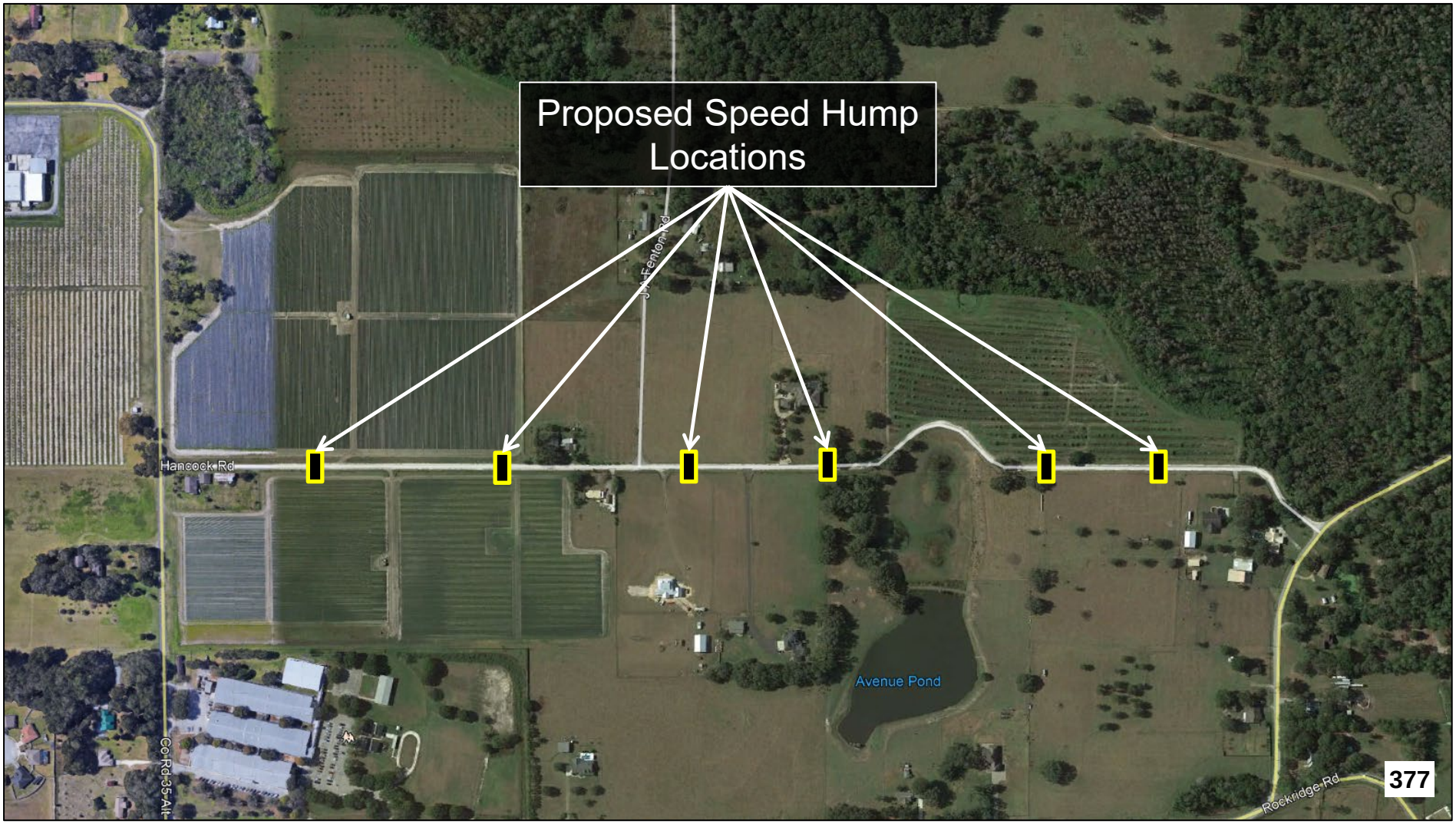
Request for Speed Humps

Vicinity Map



Hancock Rd (Kathleen Area)

Proposed Traffic Calming Plan



Polk County

Board of County Commissioners

Agenda Item O.2. 2/3/2026

SUBJECT

Public Hearing to Consider Adoption of a Resolution to vacate a portion of deeded, right-of-way for Johnson Road, Auburndale, Florida and request Board accept a Drainage Easement from Barbara Jean Monday. (No fiscal impact)

DESCRIPTION

The County has received a petition from Barbara Monday, to vacate a portion of deeded, right-of-way for Johnson Road, lying adjacent to the east of Parcel ID Numbers 252720-000000-021050/022020. The subject right-of-way lies in Section 20, Township 27 South, Range 25 East.

Right-of-way for Johnson Road was conveyed to Polk County through a series of Quit Claim Deeds with the southern portion being conveyed in 1971 by a Quit Claim Deed which was recorded in Official Records Book 1338, at Pages 855 and 856, Public Records of Polk County, Florida. Johnson Road is a paved roadway which is maintained by the County; however, the roadway stops short and does not extend into the right-of-way which lies adjacent to Parcel ID Numbers 252720-000000-021050/022020 which are owned by the Petitioner. Based on historic aerials it does not appear that the subject portion of the right-of-way has ever contained a roadway or been maintained by the County. The petitioner is requesting the vacation to remove the public interest in the area and allow for the future development of two residential homesites via an access easement. The owners of the two properties adjacent to the east of the subject area were contacted and one of the owners objected; however, she currently has, and is utilizing, legal access from Berkley Road to the east. Vacating the subject right-of-way will remove the public interest in the subject area and allow the petitioner to move forward with its development plans.

Frontier Communications, Charter Communications, City of Auburndale (water/sewer), Gulfstream Natural Gas System and MCI have no objections to the proposed vacation. Tampa Electric Company requested an easement over the vacation area for existing facilities and the Petitioner has agreed to the request.

The Office of Planning and Development and Utilities Division have no objections to the proposed vacation. The Roads and Drainage Division requested a 15-foot wide easement over the eastern portion of the vacation area along with a small portion of the petitioners property to the south thereof in order to allow for future maintenance of an existing drainage ditch and the Petitioner has agreed to the request.

RECOMMENDATION

Request Board adopt a resolution to vacate and close a portion of deeded right-of-way for Johnson Road, as more fully described in the legal description contained in the Petition and Resolution attached hereto. Also request Board accept a Drainage Easement from Barbara Jean Monday.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

Section 20, Township 27 South, Range 25 East



Section 20, Township 27 South, Range 25 East



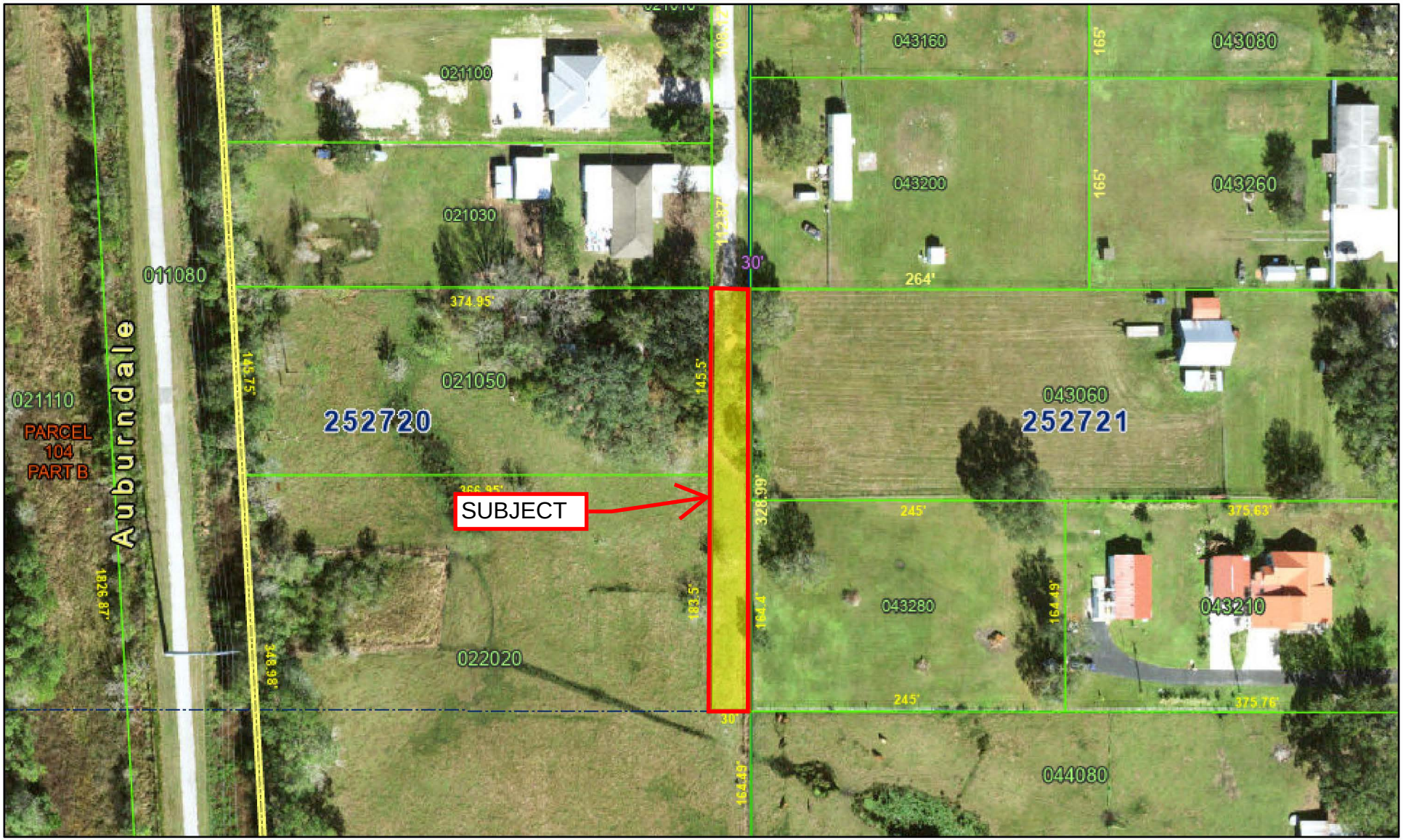
0 55 110 220 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
October 15, 2025

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Section 20, Township 27 South, Range 25 East



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Polk County Property Appraiser
Polk County, Florida
October 15, 2025

COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment of Streets, Alleys, and Rights-of-Way

Return to:
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831
or
515 E. Boulevard St.,
Bartow, FL 33830
(863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____ Date Received: _____
C/C Meeting: _____ Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name: Barbara Monday		Email: Barbara-picturelady@gmail.com
Address: 118 Dairy Rd.		
City: Auburndale	State: FL.	Zip: 33823
Phone: 863-412-9254	Fax: NA	Cellular: 8634129254

Name		Email
Address		
City	State	Zip
Phone	Fax	Cellular

B. Is there a pending "Contract for Sale"? ☐ Yes ☒ No
If yes, please list all parties involved in the sales contract:

_____

_____

C. Applicant or Authorized Agent: (If different from above)

Name: NA		Email
Address		
City	State	Zip
Phone	Fax	Cellular

General Information

D. General Location of Property to be Vacated:

Property Location or Address: 1339 Johnson Rd. Auburndale FL 33823
Parcel Number(s):

Legal Description [1] (Attach additional sheets as necessary)

COMM 1644.63 FT N OF SE COR RUN N89-53-28W 30 FT TO POB S00-05-38E 145.50 FT ALG WLY R/W OF JOHNSON RD. N89-53-28W 366.95 FT TO E R/W OF SEABOARD COAST

The subject property is located within a ☑ platted or ☐ unrecorded subdivision.
How was this right-of-way reserved? ☑ Plat ☐ Deed ☐ Other (describe): _____

(1) An **exact legal description** of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

E. Are any other applications pending? ☐ Yes ☑ No (Check all that apply.)
☐ Variance ☐ Conditional Use ☐ Special Exception ☐ Other (describe): _____

F. Reason for this Request – Check all that apply: (Attach additional sheets as necessary)

☐ Code Violation. (Attach copy of letter citing violation.)
☐ Need to clear an existing encroachment. (Describe encroachment below.)
☑ Request to vacate to allow for construction of:
☐ Pool ☐ Screened Pool/Deck ☐ Building Addition (Describe Below). ☐ Other (Describe below)

Additional Comments:

parcel#25-27-20-0000000-021050 that's the parcel the easement crosses over and goes into the 2.96 acres. that easement needs to be vacated. ~~on the additional~~ B.M.

PETITION TO VACATE RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the right-of-way described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above described right-of-way, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.

2. Petitioner acknowledges and agrees that this vacation of right-of-way may require Petitioner to grant an easement for public utility purposes to Polk County or other legal entities over, under and across all or part of the property to be vacated and further agrees that if said easement is required, Petitioner shall convey said easement in compliance with this request prior to the actual Public Hearing. Further, Petitioner understands that if said easement is not granted, the Public Hearing may be continued or the Petition may be denied, at the discretion of the Board of County Commissioners.

3. The subject right-of-way is ☐ unopened right-of-way ☑ unmaintained right-of-way ☐ opened, maintained right-of-way (check all that apply). The closing of the right-of-way will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.

4. The subject right-of-way is not a part of a state or federal highway and is not located within the corporate limits of any municipality.

5. Petitioner acknowledges that the act of vacating the subject right-of-way does not necessarily grant ownership rights in the property vacated to the abutting property owners and that decisions regarding the distribution of vacated property shall not be made by the Board of County Commissioners or any of its Departments, Divisions or employees. Upon vacation of the subject right-of-way, the Polk County Property Appraiser's Office will distribute the subject right-of-way in accordance with historical records and applicable Florida Statutes but further legal action may be required to fully clear title to the property. By granting the Petition to vacate right-of-way, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated right-of-way to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the right-of-way described, renouncing and disclaiming any rights of the County and the Public in and to the subject right-of-way and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS 7 day of October, 20 25.

Barbara Monday
Petitioner Name

118 Dairy Rd.
Address

Auburndale FL 33823
City/State/Zip

Phone 863-412-9254

Barbara Monday
Petitioner's Signature

Petitioner Name

Address

City/State/Zip

Phone

Petitioner's Signature

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 7 day of October, 20 25, by Barbara Monroe Monday, who ☐ is / are personally known to me or ☑ who has / have produced FL DL M530-073-57-781-0 as identification and who ☐ did / ☑ did not take an oath. w/physical presence

NOTARY PUBLIC STATE OF FLORIDA
NAIOMI ACEVEDO
MY COMMISSION # HH 692605
EXPIRES: July 28, 2029

Naiomi Acevedo
Notary Public
My Commission Expires: July 28, 2029
Commission No.: HH 692605

EXHIBIT “A”

THE EAST 30 FEET OF THE FOLLOWING TRACT OF LAND:

COMMENCING 1315.96 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE NORTH 328.99 FEET; THENCE WEST 402.9 FEET MORE OR LESS TO THE RIGHT-OF-WAY OF SEABOARD COAST LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT DUE WEST OF POINT OF BEGINNING; THENCE EAST 384.4 FEET TO POINT OF BEGINNING.

RESOLUTION NO. 2026-

VACATING AND CLOSING A PORTION OF DEEDED RIGHT-OF-WAY KNOWN AS JOHNSON ROAD, AUBURNDALE, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Barbara Monday, requesting that the Board of County Commissioners of Polk County, Florida vacate, abandon, discontinue and close a portion of deeded right-of-way know as Johnson Road described as:

THE EAST 30 FEET OF THE FOLLOWING TRACT OF LAND: COMMENCING 1315.96 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE NORTH 328.99 FEET; THENCE WEST 402.9 FEET MORE OR LESS TO THE RIGHT-OF-WAY OF SEABOARD COAST LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT DUE WEST OF POINT OF BEGINNING; THENCE EAST 384.4 FEET TO POINT OF BEGINNING.

and renounce and disclaim any right of the County and the public in and to said above-described land and the land in connection therewith, was duly presented to said Board at its regular meeting held on the 3rd day of February 2026 and

WHEREAS notice of intention to apply to the Board of County Commissioners to close said portion of land was duly published in The Lakeland Sun, Lakeland, Florida, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this 3rd day of February 2026, as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of that portion of land described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said strip of land is no longer needed; and

WHEREAS this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that the portion of land described above be and is hereby vacated, abandoned, discontinued, closed and all rights of the public in and to said described land and the land in connection therewith be and is hereby renounced.

ADOPTED this 3rd day of February 2026.

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Parent Parcel ID Nos.: 252720-000000-021050/022020

DRAINAGE EASEMENT

THIS EASEMENT made this 28th day of January, 2026, between **BARBARA JEAN MONDAY**, whose address is 118 Dairy Road, Auburndale, Florida 33823, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, FL 33830-0988, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

THE EAST 15 FEET OF THE FOLLOWING TRACT OF LAND:

COMMENCING 1275.96 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE NORTH 368.99 FEET; THENCE WEST 402.9 FEET MORE OR LESS TO THE RIGHT-OF-WAY OF SEABOARD COAST LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT DUE WEST OF POINT OF BEGINNING; THENCE EAST 384.4 FEET TO POINT OF BEGINNING.

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that she is lawfully seized of said lands and that she has good, right and lawful authority to grant this easement.

Grantor shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the date first above written.

Signed, Sealed And Delivered In The Presence Of:
(Signature of Two Witnesses Required by Florida Law)

Melanea Hough
Witness

Print Name Melanea Hough
Address 515 E Boulevard St. Bartow FL 33830

Barbara Monday
Barbara Jean Monday

Christine L Eisenhauer
Witness

Print Name Christine L. Eisenhauer

Address 515 E. Boulevard St., Bartow, FL 33830

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 28th day of January, 2026, Barbara Jean Monday who ☐ is personally known to me or ☑ has produced FL D.L as identification.

(AFFIX NOTARY SEAL)

Christine L Eisenhauer
Notary Public
Print Name _____

CHRISTINE L. EISENHAUER
Notary Public
State of Florida
Comm# HH730923
Expires 1/21/2030

Agenda Item O.3. 2/3/2026

SUBJECT

Public Hearing to Consider Adoption of a Resolution to vacate a portion of a platted public drainage/retention easement as shown on the plat of Country Class Estates Phase Two, Lakeland, Florida. (No fiscal impact)

DESCRIPTION

The County received a petition from Frank Appunn to vacate a portion of the platted drainage/retention easement lying within Lot 30, as shown on the plat of Country Class Estates Phase Two, recorded in Plat Book 92, Pages 45 and 46, Public Records of Polk County, Florida. The subject easement is located in Section 07, Township 28 South, Range 23 East.

The plat of Country Class Estates Phase Two filed in 1991, dedicated all of the rights-of-way and easements shown thereon to the use of the public. The petitioner is the owner of Lot 30 which contains a single-family residence and is encumbered by a large platted drainage easement over the rear of the property. The petitioner purchased the property approximately two years ago and a recent survey revealed that an addition to the residence, along with two sheds, associated with the prior owner encroach into the drainage easement. The petitioner is requesting the vacation of a portion of the platted drainage easement in order to clear the encroachments caused by the home addition and sheds created by the previous owner and to allow for future improvements and/or pool to the rear of the current residence. The County's Roads and Drainage Division staff and the County Engineer have reviewed the request and have no objections to vacating the subject portion of the easement. Vacating the requested portion of the platted drainage/retention easement will remove the public's interest in the subject area and will allow the petitioner to resolve the existing encroachments and move forward with any future improvement plans.

RECOMMENDATION

Request Board adopt a resolution to vacate a portion of a platted public drainage/retention easement as shown on the plat of Country Class Estates Phase Two, as more fully described in the legal description contained in the petition and resolution attached hereto.

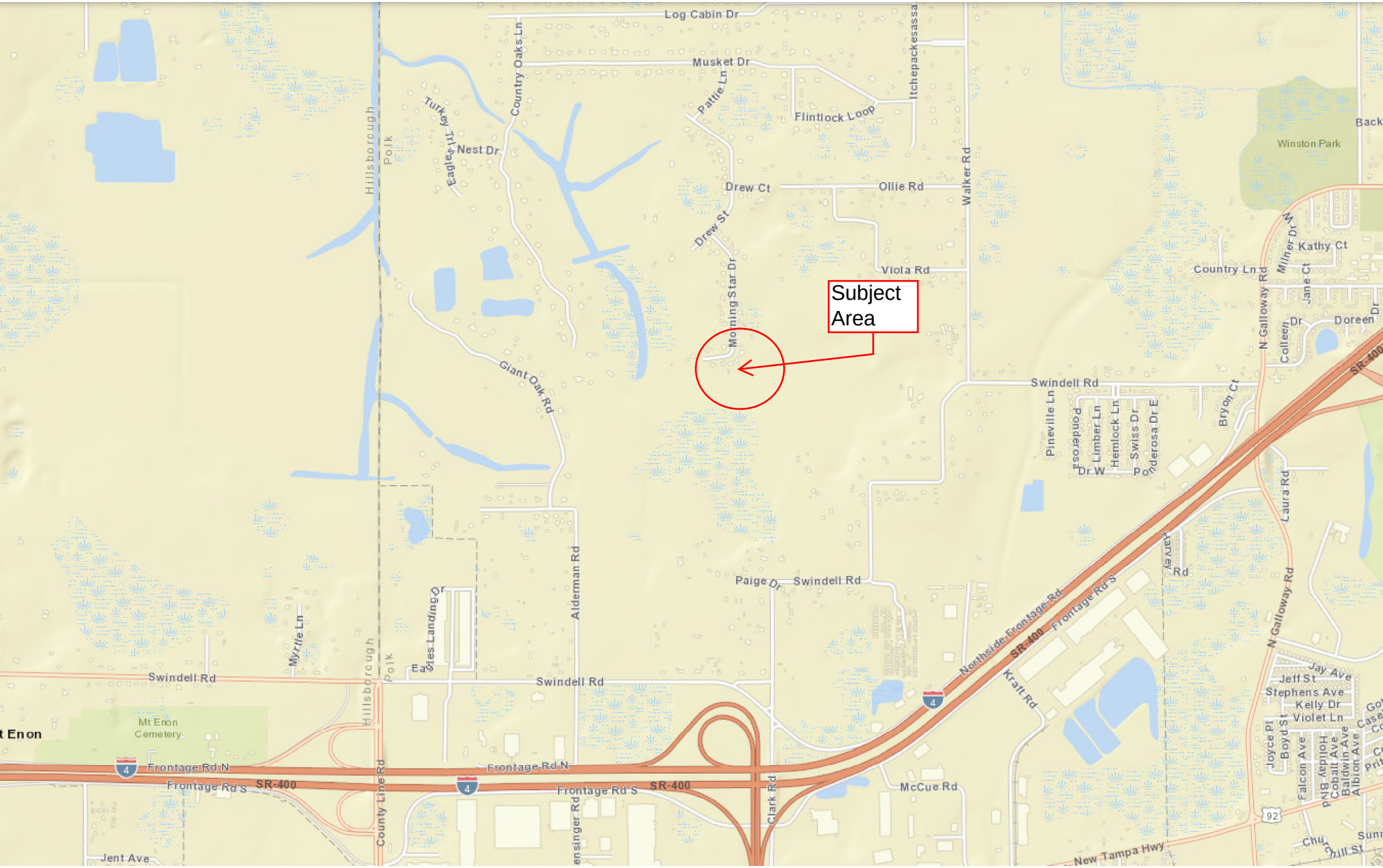
FISCAL IMPACT

No fiscal impact.

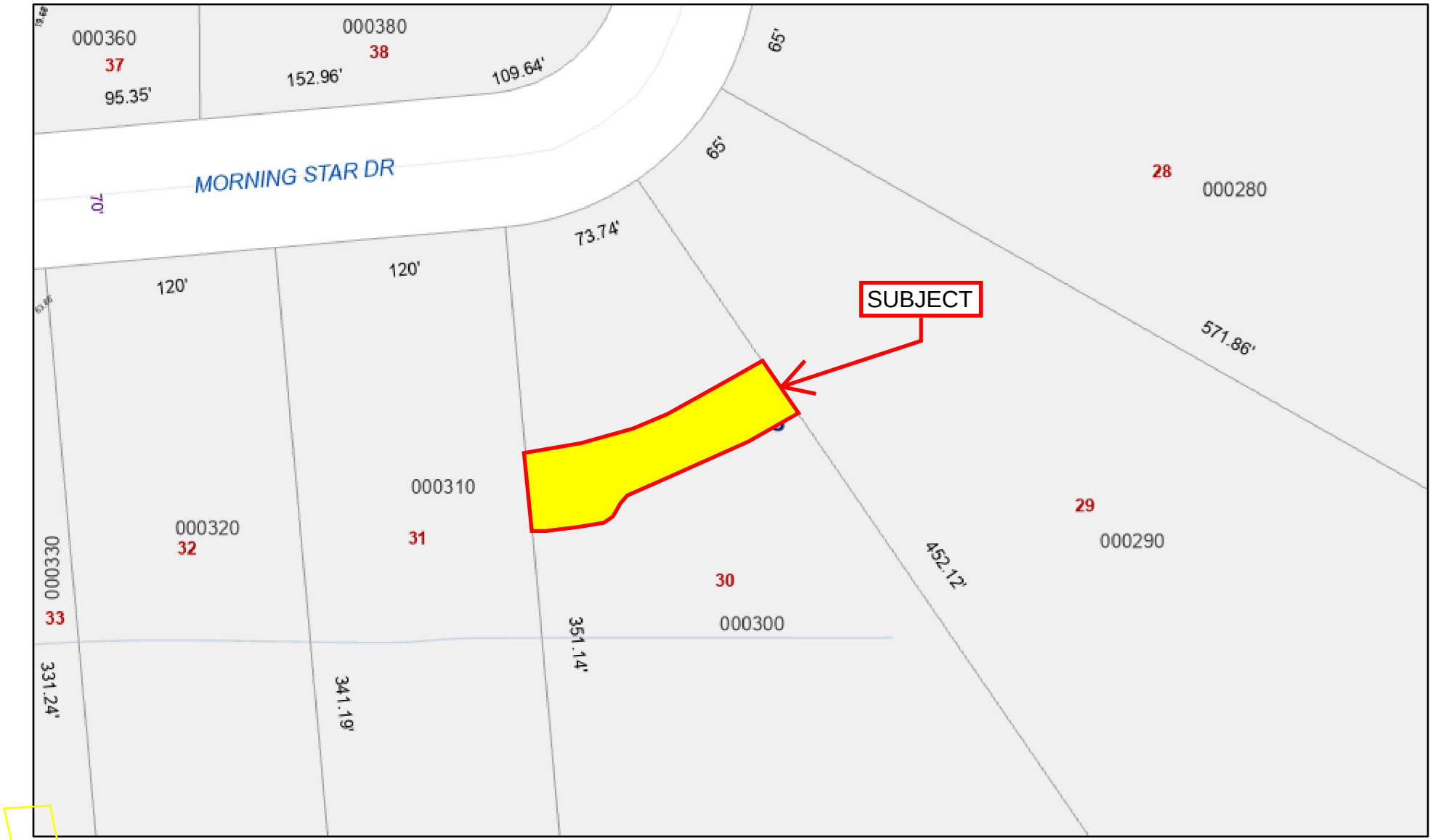
CONTACT INFORMATION

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

Section 18, Township 28 South, Range 23 East



Section18, Township 28 South, Range East



0 37.5 75 150 Feet

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Polk County Property Appraiser
Polk County, Florida

December 29, 2025

N W E S

Section 18, Township 28 South, Range 23 East



0 37.5 75 150 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida

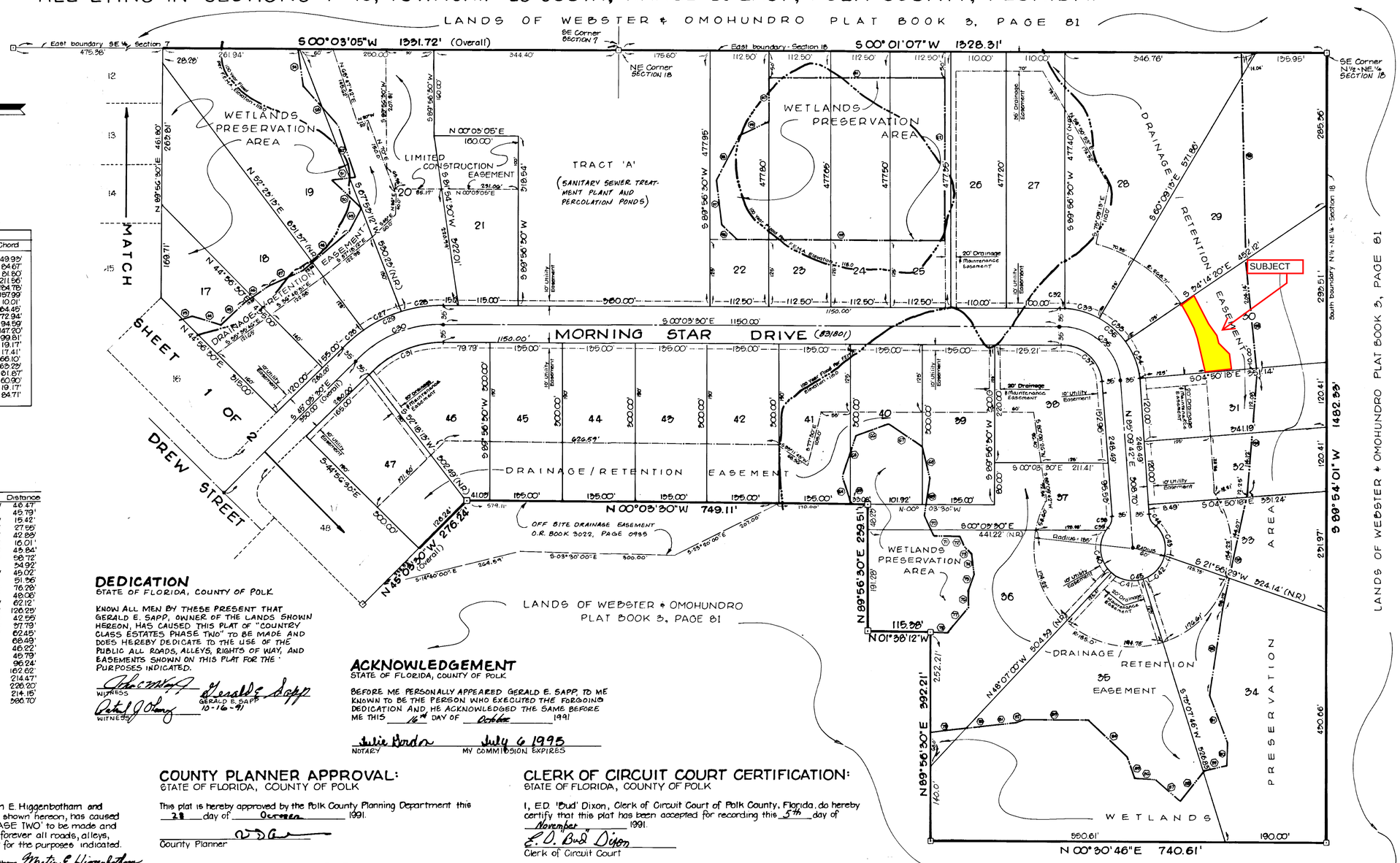
December 29, 2025

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COUNTRY CLASS ESTATES PHASE TWO

PLAT BOOK 92 PAGE 96
SHEET 2 OF 2

A REPLAT OF A PORTION OF LOT 45, COUNTRY CLASS ESTATES PHASE ONE, PLAT BOOK 78, PAGE 46
AND A REPLAT OF A PORTION OF LOTS 1, 2, 8, 9, 10, 15, 16, WEBSTER & OMOHUNDRO, PLAT BOOK 3, PAGE 81
ALL LYING IN SECTIONS 7 & 18, TOWNSHIP 28 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.



SCALE: 1" = 100'
0 25 50 100 200

CURVE DATA					
Curve	Radius	Delta	Length	Tangent	Chord
26	276.42'	10°21'50"	50.00'	25.07'	49.93'
27	276.42'	17°27'07"	85.00'	42.84'	84.67'
28	276.42'	17°01'03"	82.10'	41.56'	81.80'
29	276.42'	45°00'00"	217.10'	114.50'	211.56'
30	241.42'	45°00'00"	189.61'	100.00'	184.78'
31	206.42'	45°00'00"	162.12'	86.50'	157.99'
32	143.71'	3°59'24"	10.01'	5.01'	10.01'
33	143.71'	25°54'59"	65.00'	33.07'	64.46'
34	143.71'	29°24'02"	73.74'	37.70'	72.94'
35	143.71'	86°19'12"	216.75'	134.20'	196.59'
36	108.71'	86°19'12"	161.69'	100.09'	147.20'
37	72.71'	86°19'12"	109.64'	67.80'	99.81'
38	25.00'	45°05'57"	19.68'	10.38'	19.17'
39	60.00'	16°41'16"	17.48'	8.80'	17.41'
40	60.00'	66°50'42"	70.00'	39.60'	66.10'
41	60.00'	68°35'59"	66.60'	37.20'	65.28'
42	60.00'	62°04'12"	65.00'	36.10'	61.87'
43	60.00'	60°39'46"	63.86'	35.34'	60.90'
44	25.00'	45°05'57"	19.68'	10.38'	19.17'
45	60.00'	270°11'54"	282.92'	—	84.71'

WETLANDS COURSE					
Line	Bearing	Distance	Line	Bearing	Distance
W1	S 17°47'27"E	21.25'	W9	S 56°15'15"W	46.47'
W2	S 17°57'55"W	84.93'	W10	S 09°24'57"E	49.79'
W3	S 42°17'15"E	61.41'	W11	S 79°37'25"W	15.42'
W4	S 36°06'05"E	88.66'	W12	S 81°57'07"W	27.65'
W5	S 25°36'28"E	62.97'	W13	S 89°40'59"W	42.89'
W6	S 41°01'59"E	116.10'	W14	N 69°31'02"W	15.01'
W7	S 62°02'21"E	50.99'	W15	N 81°29'18"W	45.84'
W8	N 41°50'28"E	78.45'	W16	N 31°12'16"W	58.72'
W9	S 06°37'19"E	46.84'	W17	N 07°05'24"E	34.92'
W10	N 70°15'12"E	101.65'	W18	S 01°56'09"W	45.02'
W11	N 47°52'07"E	97.15'	W19	S 07°04'16"E	51.36'
W12	N 79°56'16"E	72.80'	W20	S 07°06'25"E	76.28'
W13	N 00°03'30"W	365.59'	W21	S 28°12'15"E	46.06'
W14	N 43°40'01"E	57.72'	W22	S 00°59'50"W	62.12'
W15	N 85°01'14"E	84.24'	W23	S 41°57'07"W	126.25'
W16	S 62°31'17"E	95.08'	W24	S 69°15'29"W	42.55'
W17	S 25°25'52"E	62.64'	W25	S 01°51'11"W	37.79'
W18	N 89°56'30"E	81.86'	W26	S 40°57'36"W	62.45'
W19	S 00°01'07"W	322.50'	W27	S 53°12'57"E	68.49'
W20	S 89°56'30"W	502.37'	W28	S 16°56'55"E	46.22'
W21	N 00°03'30"W	30.48'	W29	N 53°39'15"E	46.79'
W22	N 70°25'52"E	50.66'	W30	N 67°59'55"E	96.24'
W23	S 72°22'56"E	65.98'	W31	S 79°59'29"E	162.62'
W24	S 19°15'12"E	62.40'	W32	S 80°52'26"E	214.47'
W25	S 89°15'45"W	79.42'	W33	S 89°46'54"E	226.20'
W26	S 79°05'57"W	60.46'	W34	N 84°41'44"E	214.15'
W27	N 81°48'18"W	70.91'	W35	N 89°44'56"E	386.70'

DEDICATION
STATE OF FLORIDA, COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENT THAT GERALD E. SAPP, OWNER OF THE LANDS SHOWN HEREON, HAS CAUSED THIS PLAT OF "COUNTRY CLASS ESTATES PHASE TWO" TO BE MADE AND DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS, ALLEYS, RIGHTS OF WAY, AND EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSES INDICATED.

WITNESS
WITNESS
Gerald E. Sapp
GERALD E. SAPP
10-16-91

ACKNOWLEDGEMENT
STATE OF FLORIDA, COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED GERALD E. SAPP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FORGOING DEDICATION AND HE ACKNOWLEDGED THE SAME BEFORE ME THIS 16th DAY OF October 1991

Julie Borden
NOTARY
July 6 1995
MY COMMISSION EXPIRES

DEDICATION:
STATE OF FLORIDA, COUNTY OF POLK

Know all men by these presents that Martin E. Higgenbotham and Brenda L. Higgenbotham, owners of the lands shown hereon, has caused this plat of 'COUNTRY CLASS ESTATES PHASE TWO' to be made and does hereby dedicate to the use of the public forever all roads, alleys, rights-of-way and easements shown on this plat for the purposes indicated.

Witness: Gerald E Sapp Martin E. Higgenbotham Martin E. Higgenbotham
Witness: Brenda L. Higgenbotham Brenda L. Higgenbotham

ACKNOWLEDGEMENT:
STATE OF FLORIDA, COUNTY OF POLK

Before me personally appeared Martin E. Higgenbotham and Brenda L. Higgenbotham, to me known to be the persons who executed the foregoing dedication and acknowledged the same before me this 13th day of September 1991.

Notary
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 25, 1992
BONDED THRU GENERAL INS. UND.
My commission Expires 9-25-92

COUNTY PLANNER APPROVAL:
STATE OF FLORIDA, COUNTY OF POLK

This plat is hereby approved by the Polk County Planning Department this 28 day of October 1991.

County Planner

COUNTY ENGINEER APPROVAL:
STATE OF FLORIDA, COUNTY OF POLK

This plat is hereby approved by the Polk County Engineering Department this 28th day of October 1991.

William C. Hanley
County Engineer

COUNTY COMMISSION APPROVAL:
STATE OF FLORIDA, COUNTY OF POLK

This plat is hereby approved by the Polk County Board of County Commissioners in an open meeting this 21st day of October 1991.

Attest E.O. "Bud" Dixon Clerk By: Chairman

CLERK OF CIRCUIT COURT CERTIFICATION:
STATE OF FLORIDA, COUNTY OF POLK

I, E.D. 'Bud' Dixon, Clerk of Circuit Court of Polk County, Florida, do hereby certify that this plat has been accepted for recording this 5th day of November 1991.

E.O. Bud Dixon
Clerk of Circuit Court

SURVEYOR'S CERTIFICATE:
STATE OF FLORIDA, COUNTY OF POLK

I Hereby certify that this plat is a true and correct representation of a recent survey made under my direction and that the same complies with the provisions of Chapter 177, Florida Statutes, relating to the making of maps and plats and that P.R.M.'s and P.C.P.'s have been set as shown.

John C. McVay, Jr., LS 4003 — Date 9-18-1991

PRESERVATION AREA
NOTE: PRESERVATION AREAS SHALL REMAIN IN NATURAL STATE BUT WILL RECIEVE DESIGN STORMWATER DRAINAGE. PRESERVATION AREAS SHALL NOT BE MODIFIED UNLESS PERMITTED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT OR ITS SUCCESSORS AGENCY.

LIMITED CONSTRUCTION EASEMENT
NOTE: LIMITED CONSTRUCTION EASEMENT, LOT 20 AND 21. NO RESIDENTIAL LIVING STRUCTURE TO BE PLACED WITHIN LIMITS OF THIS EASEMENT.

Prepared by:
TAYLOR McVAY, INC.
3001 US 98 SOUTH
LAKELAND, FL 33803
(813) 666-1000

COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment of Drainage and/or Utility Easements

Return to:
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831
or
515 E. Boulevard St.
Bartow, FL 33830
(863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____ Date Received: _____
C/C Meeting: _____ Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name: Frank Appunn		Email: fappunn@hotmail.com
Address: 843 Morning Star Dr		
City: Lakeland	State: FL	Zip: 33810-8110
Phone:	Fax:	Cellular: (207)877-4755

Name:		Email:
Address:		
City:	State:	Zip:
Phone:	Fax:	Cellular:

B. Is there a pending "Contract for Sale"? ☐ Yes ☒ No
If yes, please list all parties involved in the sales contract:

_____

_____

C. Applicant or Authorized Agent: (If different from above)

Name: same		Email:
Address:		
City:	State:	Zip:
Phone:	Fax:	Cellular:

General Information

D. General Location of Property to be Vacated:

Property Location or Address: 843 Morning Star Dr Lakeland, FL 33810
Imediately behind house
Parcel Number(s): 23-28-07-024003-000300

Legal Description [1] (Attach additional sheets as necessary)

see survey

The subject property is located within a ☒ platted or ☐ unrecorded subdivision.
If the property is located within a subdivision, is there a Homeowner's Association [2] ? ☒ Yes ☐ No
How was this easement reserved? ☒ Plat ☐ Deed ☐ Easement ☐ Other (describe): _____

(1) An **exact legal description** of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

(2) If there is a Homeowner's Association (HOA) for the subdivision. If required, the Owner/Applicant shall be responsible for obtaining a Letter of Consent from the authorized representative of the HOA prior to submittal for Board Approval.

E. Are any other applications pending? ☐ Yes ☒ No (Check all that apply.)
☐ Variance ☐ Conditional Use ☐ Special Exception ☐ Other (describe): _____

F. Reason for this Request – Check all that apply: (Attach additional sheets as necessary)

☐ Code Violation. (Attach copy of letter citing violation.)
☐ Need to clear an existing encroachment. (Describe encroachment below.)
☐ Request to vacate to allow for construction of:
☐ Pool ☐ Screened Pool/Deck ☐ Building Addition (Describe below.) ☐ Other (Describe below)
☒ Other (Describe below).

Additional Comments:
Previous owner placed sheds and a room addition into the easement area. This was not caught during the sale. We want to get an asbuilt permit to make them legal.

PETITION TO VACATE DRAINAGE/UTILITY EASEMENT

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the ☒ drainage ☐ utility ☐ other:_____ _____ easement, hereinafter collectively referred to as "easement", described as follows (check all that apply):

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said easement and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above-described easement, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.

2. The subject easement and the use thereof is not now used. No other landowner or landowner's interest will be affected by the requested closure. The closing of the easement will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.

3. The subject easement is not a part of a state or federal highway and no part of the easement is located within the corporate limits of any municipality.

4. Petitioner acknowledges that by granting the Petition to vacate the easement, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated easement to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the easement described, renouncing and disclaiming any rights of the County and the Public in and to the subject easement and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS 23 day of December, 2025.

Frank Appunn
Petitioner Name (Print)

843 Mo4rening Star Dr.
Address

Lakeland, FL 33810
City/State/Zip

Phone (207) 877-4755

Petitioner's Signature

n/a
Petitioner Name (Print)

Address

City/State/Zip

Phone ( )

Petitioner's Signature

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization this 23 day of December, 2025 by Frank Appunn, who ☐ is personally known to me or ☑ has/have produced FL/DL as identification and who ☐ did / ☑ did not take an oath.

Erika S Pearson
Notary Public
My Commission Expires: 2-13-28
Commission No.: HH 492315

ERIKA S PEARSON
Notary Public - State of Florida
Commission # HH 492315
My Comm. Expires Feb 13, 2028

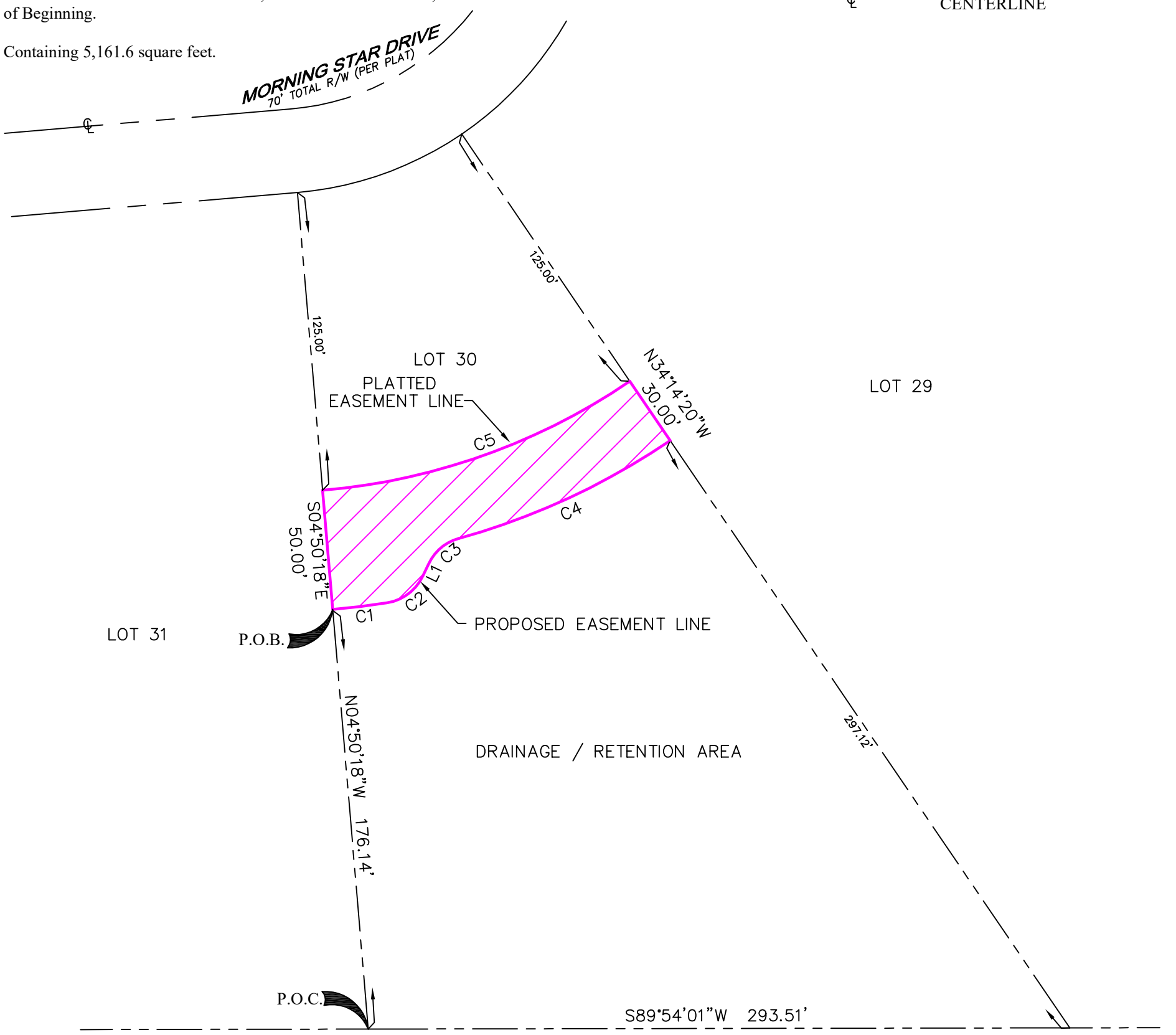
SKETCH OF DESCRIPTION

Commence at the Southwest corner of Lot 30 of COUNTRY CLASS ESTATES PHASE TWO, according to the plat thereof as recorded in Plat Book 92, page 45 of the public records of Polk County, Florida; thence run N04°50'18"W along the west line of said Lot 30, a distance of 176.14 feet to the Point of Beginning, said point being a point of curvature, concave to the north, having a radius of 318.71 feet, a central angle of 4°06'48", and a chord bearing and distance of N83°06'18"E, 22.87 feet; thence run easterly along the arc of said curve a distance of 22.88 feet to a point of compound curvature, said curve concave to the northwest, having a radius of 20.00 feet, a central angle of 55°43'23", and a chord bearing and distance of N53°11'13"E, 18.69 feet; thence run northeasterly along the arc of said curve, a distance of 19.45 feet to a point of tangency; thence run N25°19'31"E, a distance of 5.55 feet to a point of curvature, said curve concave to the southeast, having a radius of 20.00 feet, a central angle of 49°12'18", and a chord bearing and distance of N49°55'40"E, 16.65 feet; thence run northeasterly along the arc of said curve, a distance of 17.18 feet to a point of reverse curvature, said curve concave northeast, having a radius of 298.71 feet, and a chord bearing and distance of N65°08'44"E, 97.42 feet; thence run northeasterly along the arc of said curve, a distance of 97.85 feet to a point on the east line of aforesaid Lot 30, said point lying 155 feet southeast of the northeast corner of said Lot 30; thence run N34°14'20"W, a distance of 30.00 feet; thence departing said east line run Southwesterly along the arc of a curve being concave northerly, having a radius of 268.71 feet, a central angle of 29°24'02", a chord bearing and distance of S70°27'41"W, 136.38 feet, a distance of 137.88 feet to a point on the west line of aforesaid Lot 30, said point lying 125 feet south of the northwest corner of said Lot 30; thence run S04°50'18"E, a distance of 50.00 feet to the Point of Beginning.

Containing 5,161.6 square feet.

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
FT.	FEET
SEC.	SECTION
℄	CENTERLINE



PARCEL ID #232818 000000 012000

L1 N25°19'31"E 5.55'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	318.71'	22.88'	22.87'	N83°06'18"E	4°06'48"
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SHEET 1 OF 1

843 MORNING STAR DRIVE
LAKELAND, FLORIDA 33810

THIS IS NOT A SURVEY
THIS IS A LEGAL DESCRIPTION ONLY

GRAPHIC SCALE

50 0 25 50

1 inch = 50 ft.

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 01/05/2026
SCALE: 1" = 50 FEET
APPROVED BY: DPW
JOB NO. 25120012
DRAWN BY: SDB

REVISED:

THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED FOR:
FRANK APPUNN

BEARINGS SHOWN ARE BASED ON SOUTH LINE OF LOT 30 BEING S89°54'01"W, PER PLAT

DEEP SOUTH SURVEYING

308 Avenue G SW, Ste 218
Winter Haven, Florida 33880
863.797.3366
orders@deepsouthsurveying.com
Certificate of Authorization LB8086

THE LEGAL DESCRIPTION SHOWN WAS PREPARED BY:

DAVID P. WINTERS, LS #7034 — FOR THE FIRM — 01/05/2026

RESOLUTION NO. 2026-_____

VACATING AND CLOSING A PORTION OF A PLATTED DRAINAGE-RETENTION EASEMENT WITHIN LOT 30, AS SHOWN ON THE PLAT OF COUNTRY CLASS ESTATES PHASE TWO, LAKELAND, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Frank Appunn, requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close a portion of a platted drainage-retention easement described as:

SEE ATTACHED EXHIBIT "A"

and renounce and disclaim any right of the County and the public in and to said portion of drainage-retention easement and the land in connection therewith, was duly presented to said Board at its regular meeting held on February 3, 2026; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said portion of drainage-retention easement was duly published in The Polk Sun, Winter Haven, Florida, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this February 3, 2026, as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of the portion of drainage-retention easement described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said portion of drainage easement is no longer needed as an easement; and

WHEREAS, this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that certain portion of drainage-retention easement described above be and is hereby vacated, abandoned, discontinued, and closed and all rights of the County and the public in and to said portion of drainage-retention easement and the land in connection therewith be and is hereby renounced.

ADOPTED this February 3, 2026.

Exhibit "A"

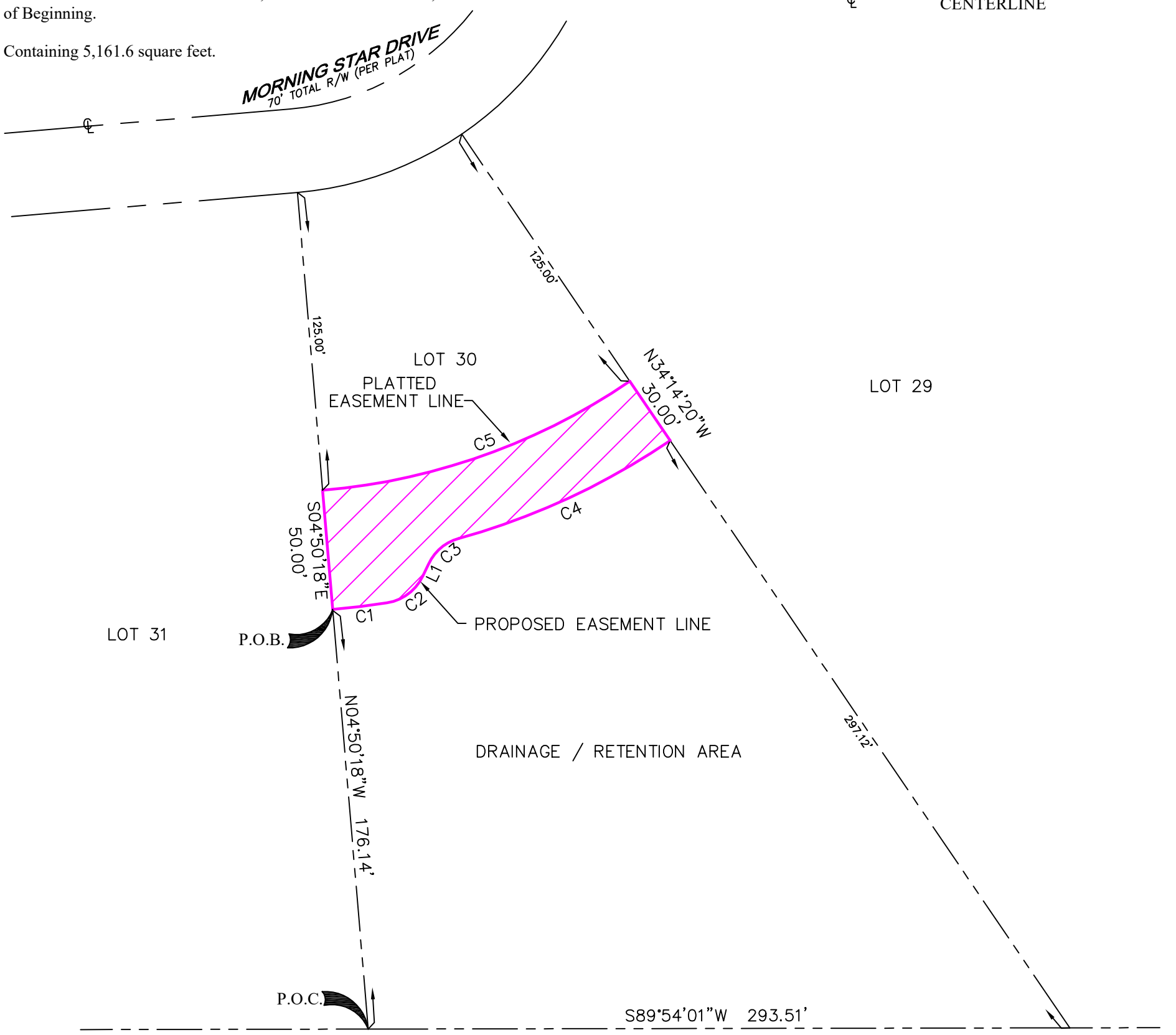
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LS	LICENSED SURVEYOR
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PARCEL ID #232818 000000 012000

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SHEET 1 OF 1

843 MORNING STAR DRIVE
LAKELAND, FLORIDA 33810

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1 inch = 50 ft.

DATE: 01/05/2026
SCALE: 1" = 50 FEET
APPROVED BY: DPW
JOB NO. 25120012
DRAWN BY: SDB

REVISED:

THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED FOR:
FRANK APPUNN

BEARINGS SHOWN ARE BASED ON SOUTH LINE OF LOT 30 BEING S89°54'01"W, PER PLAT

DEEP SOUTH SURVEYING

308 Avenue G SW, Ste 218
Winter Haven, Florida 33880
863.797.3366
orders@deepsouthsurveying.com
Certificate of Authorization LB8086

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THE LEGAL DESCRIPTION SHOWN WAS PREPARED BY:

DAVID P. WINTERS, LS #7034 — FOR THE FIRM — 01/05/2026

Agenda Item R.1. 2/3/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2234.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2234 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2234.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2234

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **2/3/2026**

Property # **59553** ***Asset #*** **103755**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 052519614357 ***Date Rec'd.*** 12/7/2021 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59825** ***Asset #*** **104734**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 018295323157 ***Date Rec'd.*** 8/18/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000287626** ***Asset #*** **50660**
Item: CHAIR, JUDGES
Serial # ***Date Rec'd.*** 7/19/1987 ***Cost*** $1,705.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000200789** ***Asset #*** **56867**
Item: WORKSTATION, MODULAR
Serial # ***Date Rec'd.*** 7/9/1996 ***Cost*** $3,937.45
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **51288** ***Asset #*** **69287**
Item: DIAGNOSTIC SYSTEM — FORD — VMM
Serial # 6420149501 ***Date Rec'd.*** 8/11/2008 ***Cost*** $2,624.08
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **54578** ***Asset #*** **88949**
Item: WORKSTATION, COMPUTER — HP — SB Z420 E5-1620V2
Serial # 2UA4291RBT ***Date Rec'd.*** 8/13/2014 ***Cost*** $1,629.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54579** ***Asset #*** **88950**
Item: WORKSTATION, COMPUTER — HP — SB Z420 E5-1620V2
Serial # 2UA4291RB9 ***Date Rec'd.*** 8/13/2014 ***Cost*** $1,629.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55860** ***Asset #*** **95029**
Item: UPS(UNINTERRUPTED POWER SUPPLY) — LIEBERT — PS2200RT3
Serial # 1535800015PS77M ***Date Rec'd.*** 9/29/2016 ***Cost*** $1,271.92
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55861** ***Asset #*** **95030**
Item: UPS(UNINTERRUPTED POWER SUPPLY) — LIEBERT — PS2200RT3
Serial # 1535800005PS77M ***Date Rec'd.*** 9/29/2016 ***Cost*** $1,271.92
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55497** ***Asset #*** **96177**
Item: SWITCH, IT — CISCO — CATALYST 3650-24 TDS
Serial # FD02107E1B1 ***Date Rec'd.*** 9/3/2017 ***Cost*** $2,794.26
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55498** *Asset #* **96178**
Item: SWITCH, IT CISCO CATALYST 3650-24 TDS
Serial # FD02112E0JF *Date Rec'd.* 9/3/2017 *Cost* $2,794.26
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55590** *Asset #* **97224**
Item: SWITCH, IT CISCO CATALYST 2960X-48LPD-L
Serial # FJC2207W0AB *Date Rec'd.* 5/31/2018 *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(12 detail records) **$22,875.89**

Agenda Item R.2. 2/3/2026

SUBJECT

SET HEARING: (LDCPAS-2025-32 Kathleen and Duff NAC Expansion CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) on ±1.13. The suggested adoption hearing date is February 17, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located between on the west side of Kathleen Road, south of Duff Road East of Catherine Drive, and north of Catherine Drive, northwest of the City of Lakeland, in Section 12, Township 29, Range 23. State law requires one Planning Commission hearing, which will be held February 4, 2026.

RECOMMENDATION

Request Board set the adoption hearing date for February 17, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
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Polk County

Board of County Commissioners

Agenda Item R.3. 2/3/2026

SUBJECT

SET HEARING: (LDCPAS-2025-34 CR 546 Map Correction CPA) to consider the adoption of a Small -Scale Comprehensive Plan Amendment to change the Future Land Use from Agricultural/Residential Rural (A/RR) to Residential Suburban on ±9.7 acres to correct an error in the Future Land Use Map in the Rural Development Area (RDA). The suggested adoption hearing date is February 17, 2026, at 9:15 a.m.

DESCRIPTION

This is a County initiated request for property located between CR 546 and Old Dixie Highway, east of Tenoroc High School, west of Tower Manor Drive, east of the city of Lakeland, west of the city of Auburndale in Section 6, Township 28, Range 25.State law requires one Planning Commission hearing, which was held January 7, 2026, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for February 17, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
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Polk County

Board of County Commissioners

Agenda Item R.4. 2/3/2026

SUBJECT

SET HEARING: (LDCU-2025-29/DeNovo - Mammoth Grove Mine CU). This is a request appealing the decision of the Planning Commission to deny a Conditional Use for a Non-Phosphate Mining Borrow Pit. The suggested hearing date is March 17, 2026, at 9:15 a.m.

DESCRIPTION

Bart Allen, representing the applicant, Dick Crockett, is appealing the Planning Commission's 6:1 decision on December 3, 2025, for denial. This case is for a Conditional Use approval for a Non-Phosphate Mining (Borrow Pit) on approximately 855 +/- acres within an Agricultural/Residential Rural (A/RR) and Industrial (IND) land use districts. The subject site is located north and south of State Road 60, south of Camp Mack Road, east and west of Mammoth Grove Road, north of Griffith Road, east of Dude Ranch Road, west of Saddlebag Lake Road, east of the City of Lake Wales in Sections 1, 2, 11, 12 & 35, Townships 30 & 29, Range 28. PH Citrus LLC, is said owner.

RECOMMENDATION

Request Board set the DeNovo hearing date for March 17, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Ian Nance
Principal Planner
Land Development Division
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ivannance@PolkFL.gov

Agenda Item R.5. 2/3/2026

SUBJECT
Approve Community Development Block Grant (CDBG) subrecipient agreement Amendment 1 between Polk County and the City of Winter Haven. ($575,423.74 one-time expense).

DESCRIPTION
Approve the CDBG subrecipient agreement Amendment 1 between Polk County and the City of Winter Haven, for the Winter Haven Neighborhood Service Center Renovation project. CDBG funds will be used for but not limited to design and engineering costs, site work, safety improvements, and other construction costs to improve the facility which has deteriorated over the years.
The project was originally slated to be completed during FY 24/25 but after reviewing the project, the Municipality recognized the project cost exceeded the allocated amount for the FY. It was decided to roll the project over to FY 25/26 so the additional funds could be added to the FY 24/25 amount in order to cover the increased project cost.
The City of Winter Haven will use CDBG funds for the above activities in the amount not to exceed $575,423.74 (current allocation FY 25/26 $296,202.74, with a carryover from FY 24/25 $279,221.00). This project was approved by the Board of County Commissioners by adoption of the Fiscal Year 2025- 2026 Action Plan.

RECOMMENDATION
Request Board approve and execute this Community Development Block Grant (CDBG) subrecipient agreement Amendment between Polk County and the City of Winter Haven.

FISCAL IMPACT
Funds are available in Special Revenue Grant Fund.

CONTACT INFORMATION
Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polkfl.gov
863-534-5209

AMENDMENT 1 TO THE CITY OF WINTER HAVEN SUBRECIPIENT AGREEMENT

THIS AMENDMENT 1 ("Amendment") is effective on the 1st day of October 2025, between Polk County, a political subdivision of the State of Florida, and City of Winter Haven.

RECITALS:

WHEREAS, The City of Winter Haven and Polk County, entered into that certain "Amended and Restated Winter Haven Neighborhood Service Center Renovation" with a term October 1, 2025, to September 30, 2026 (the "Contract"); and

WHEREAS, the County is contributing $575,423.74 (current allocation FY 25/26 $296,202.74, with a carryover from FY 24/25 $279,221.00) in federal funds made available through the CDBG program to modernize and upgrade The Winter Haven Neighborhood Service Center; and

WHEREAS, because of unexpected project delays, the Agrement must be extended until September 30, 2026, and the parties desire to amend the agreement accordingly;

NOW THEREFORE, in consideration of the above Recitals and the benefits to be derived from the mutual observation of the covenants contained herein, the parties agree as follows:

1. Effective upon execution of this Amendment, Agreement Section 4.1 is revised to extend the termination date to September 30, 2026.
2. Effective upon execution of this Amendment, the project name has been changed from the original FY 24/25 contract of "Winter Haven Neighborhood Service Center Renovation" to the updated FY 25/26 proposal project name of "Neighborhood Service Center Modernization".

IN WITNESS WHEREOF the parties hereto have entered into this agreement as of the effective date first stated above.

POLK COUNTY, a political subdivision of the State of Florida

_____
Martha Santiago, Ed. D., Madam Chair
Board of County Commissioners

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

_____
Deputy Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
T Michael Stavres, City Manager

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF WINTER HAVEN

FOR

WINTER HAVEN NEIGHBORHOOD SERVICE CENTER RENOVATION

10240	340553093	5882020	M240004	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

TABLE OF CONTENTS

ARTICLE I - PROJECT DESCRIPTION ..... Pg 4

ARTICLE II - DISBURSEMENTS ..... Pg 4

ARTICLE III - REPORTING ..... Pg 5

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION ..... Pg 5

ARTICLE V - INDEMNIFICATION ..... Pg 7

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT ..... Pg 7

ARTICLE VII - IMPLEMENTATION AND TIMETABLE ..... Pg 8

ARTICLE VIII - OTHER PROVISIONS ..... Pg 9

ARTICLE IX - NOTICES ..... Pg 15

ARTICLE X - MODIFICATION ..... Pg 15

ARTICLE XI - ASSURANCES ..... Pg 15

ARTICLE XII - FINANCIAL RESPONSIBILITY ..... Pg 16

ARTICLE XIII - EVALUATION AND MONITORING ..... Pg 17

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS ..... Pg 18

ARTICLE XV - CONFLICT OF INTEREST ..... Pg 19

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS ..... Pg 19

ARTICLE XVII - GENERAL PROVISIONS ..... Pg 20

ARTICLE XVIII - INSURANCE AND BOND ..... Pg 22

APPENDIX A - Pg. 1 - SCOPE OF SERVICES ..... Pg 24

TABLE OF CONTENTS CONTINUED

APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED ..... Pg 25

APPENDIX B - Pg. 1 - BUDGET ..... Pg 26

APPENDIX B - Pg. 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS ..... Pg 27

APPENDIX B - Pg. 3 - VENDOR/INVOICE FORM..... Pg 28

APPENDIX C - Pg. 1 - FFATA AFFIDAVIT ..... Pg 29

APPENDIX C - Pg. 2 - AFFIDAVIT..... Pg 30

APPENDIX D - E-VERIFY CERTIFICATION..... Pg 31

APPENDIX E - ESTIMATED TIMELINE.....Pg 32

APPENDIX F - REQUIRED PROJECT DOCUMENTATION.....Pg 33

APPENDIX G - SAMPLE MONITORING INSTRUMENT.....Pg 33

APPENDIX H – HUMAN TRAFFIC AFFIDAVIT ..... Pg 36

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND THE CITY OF WINTER HAVEN

This agreement is made and entered on this **1st** day of **October 2024,** by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **The City of Winter Haven**, a Florida municipal corporation, organized and existing under the laws of the State of Florida, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as **Winter Haven Neighborhood Service Center Renovation,** and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$279,221.00** and;

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block Grant Public Facilities funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I - PROJECT DESCRIPTION

1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services and according to the terms and conditions of the Agreement and all requirements for the SUBRECIPIENT's project and program.

ARTICLE II - DISBURSEMENTS

2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **$279,221.00** from Community Development Block Grant (CDBG) funds, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the monthly report form attached to this agreement, Appendix **E,** or other format containing the same information as found in Appendix **E** specified by the County. Reports are due on or no later than the thirtieth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.

3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.

3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.

3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

4.1 This agreement shall take effect on **October 1, 2024** , and shall terminate on **September 30, 2025,** unless canceled sooner.

4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:

A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR 200.214 Suspension and Debarment. In the event that funds should fail to be or cease to be provided to the County then the County may terminate this agreement immediately.

B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.

2. Disallow (that is to deny both use of funds and 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 current award for the SUBRECIPIENT's program.

4. Withhold further awards for the program.

5. Take other remedies that may be legally available.

C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.

E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549, 2 CFR 200.339 and 2 CFR 180.

F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:

1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or

2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.

4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.10 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.

4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:

a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.

4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

a. Fails to timely file required reports or to meet project progress or completion deadlines;

b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR 200.339);

c. Expends funds under this agreement for ineligible activities, services or items;

d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;

e. Violates labor standards.requirements; or

f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Not withstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless the COUNTY from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from services provided by the SUBRECIPIENT, anyone directly or indirectly employed by the SUBRECIPIENT, or anyone for whose acts any of them may be liable, whether pursuant to this agreement or otherwise, and from all such parties negligent acts and omissions and intentional tortious acts. The SUBRECIPIENT acknowledges it is an independent contractor of the COUNTY and not an agent or employee thereof.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

(1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, federal guidelines, and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix B, Page 3, in the absence of canceled checks for verification.

(2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.

(3) All purchasing for consumable, capital equipment, and services shall be made by

purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by 2 CFR 200.317 – 200.327.

a. The SUBRECIPIENT shall provide the COUNTY with project budget information.

b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.

c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.

d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.

e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.

f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, financial accounts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2024.** The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2024**.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Estimated Timeline set forth in Appendix **E**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed $10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, 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 SUBRECIPIENT 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.

b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

c. The SUBRECIPIENT will send to each labor union or representative of workers with which it 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 SUBRECIPIENT commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations

issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of $2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable

standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 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, United States 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.

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8.14 SAM Registration and FFATA Compliance

The SUBRECIPIENT shall maintain a current registration in the federal System for Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Unique Entity Identification (UEI) Number (https://sam.gov/content/home) is required for registration. Subrecipient must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Subrecipient shall complete and sign the Affidavit attached hereto as Appendix "C" in conjunction with its execution of this Agreement and provide any supporting documentation, if required

8.15 Violence Against Women Act (VAWA)

If applicable to this project, the SUBRECIPIENT shall comply with the Violence Against Women Act ("VAWA") as it has been most recently authorized. VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated

from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. On March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit https://www.hud.gov/vawa.

8.16 Build America Buy America (BABA)

If applicable to this project, SUBRECIPEINT shall comply with the requirements of the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.

8.17 No Coercion for Labor or Services

Concurrently with its execution of this Agreement, the SUBRECIPIENT has executed an affidavit in the form provided in Appendix G which has been signed by an officer or representative of the SUBRECIPIENT under penalty of perjury attesting that the SUBRECIPIENT does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that section may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. The SUBRECIPIENT shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

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ARTICLE IX - NOTICES

9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:
Jennifer Cooper, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, FL 33830

SUBRECIPIENT:
T. Michael Stavres, City Manager
City of Winter Haven
451 Third Street, NW
Winter Haven, FL 33881

ARTICLE X - MODIFICATION

10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.

10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.

10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.

11.2 SUBRECIPIENT agrees that it will comply with the following assurances:

a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.

b. 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 the SUBRECIPIENT receives federal financial assistance.

c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of $25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.

d. If applicable, SUBRECIPIEINT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

e. SUBRECIPIENT 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, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.

f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.

g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, 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."

i. This contract may be terminated at the option of the COUNTY if SUBRECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE XII - FINANCIAL RESPONSIBILITY

Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of CDBG funds to include the regulations located at 2 CFR Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which applies to the CDBG funds as now in effect (inclusive of applicable 2024 revisions to Part 200), and as may be amended from time to time.

12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.

12.2 SUBRECIPIENT agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement.

12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.

12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.

12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.

12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.

12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.

12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.

12.9 The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

a) In addition, if expending more than $1,000,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR 200 subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than $1,000,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.

12.10 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.

13.2 A sample monitoring instrument attached as Appendix G contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

14.0 Applicability of and cross reference to 2 CFR part 200.

(a) Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

14.1 As applicable Governmental Subrecipients shall comply with 2 cfr Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (inclusive of applicable 2024 revisions to Part 200), as the same may be amended from time to time:

•Subpart A - Acronyms and Definitions
•Subpart B - General Provisions
•Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards
•Subpart D - Post Federal Award Requirements
•Subpart E - Cost Principles
•Subpart F - Audit Requirements
•Appendix I to Part 200 - Full Text of Notice of Funding Opportunity
•Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
•Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
•Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
•Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans
•Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
•Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals
•Appendix VIII to Part 200 - Nonprofit Organizations Exempted from Subpart E - Cost Principles of Part 200
•Appendix IX to Part 200 - Hospital Cost Principles
•Appendix X to Part 200 - Data Collection Form (Form SF-SAC)
•Appendix XI to Part 200 - Compliance Supplement
•Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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NON-GOVERNMENTAL AGENCIES

14.2 Non-Governmental Subrecipients shall comply with the requirements and standards of Allowable Costs/Cost Principles 2 cfr part 225/OMB Circular A-87; 2 cfr part 220/OMB Circular A-21; 2 CRF part 230/OMB Circular A-122 and 2 cfr part 215 Procurement.

The requirements for equipment and real property are contained in 2 cfr section 200.313 (equipment), 2 cfr section 200.311 (real property), 48 cfr section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.
Program income is gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (unless there is a requirement for disposition of program income after the end of the period of performance as provided in 2 cfr section 200.307(f)).

Program income (2 cfr section 200.80) includes, but is not limited to income from:

- Fees for services performed,
- The use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under Federal awards,
- License fees and royalties on patents and copyrights, except as provided below, and
- Principal and interest on loans made with Federal award funds.

ARTICLE XV - CONFLICT OF INTEREST

15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in Section 200.112 and 2 CFR 215 Procurement shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Employment and Contracting Opportunities;
- Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this agreement to include without limitation, the following:

a. Compliance. The SUBRECIPIENT 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 to comply in the handling of the materials created under this Agreement. The SUBRECIPIENT 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 SUBRECIPIENT 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. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, the SUBRECIPIENT 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 Agreement;

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 agreement and following completion of its term if the SUBRECIPIENT does not transfer the records to the COUNTY; and

IV. upon completion of the agreement transfer, at no cost, to the COUNTY, all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion of the agreement the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. Upon receipt of a request from the COUNTY's Custodian of Public Records, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

c. Contact. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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) 534-7532
EMAIL: RMLO@POLK-COUNTY.NET

17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.

17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.

17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that 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. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.

17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.

17.7 All notices required by this agreement shall be in writing.

17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.

17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

17.11 The Subrecipient shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering this Agreement, Subrecipient shall execute and deliver to the County the Employment Eligibility Certification attached as Appendix D to the Agreement.

17.12 The Subrecipient will be responsible to establish and maintain effective internal controls in accordance with 2 CFR Section 200.303 to include without limitation taking all applicable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

17.13 As required by 2 CFR Section 200.217, the Subrecipient shall inform its employees in writing of the employees' whistleblower rights and protections under 41 U. S. C. 4712.

ARTICLE XVIII - INSURANCE AND BOND

18.1 In accordance with s. 768.28 Florida Statues, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

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The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

Erin Valle
Clerk

DATE: 10/15/24

Witness

DATE:

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

POLK COUNTY, FLORIDA

W.C. Braswell, Chairman

DATE: 10/15/24

SUBRECIPIENT – THE CITY OF WINTER HAVEN

R24

T. Michael Stavres, City Manager

DATE: 11-6-24

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of November, 2024, by T. Michael Stavres as City Manager (*title of officer*) of Winter Haven (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

LATONYA HARRIS
MY COMMISSION # HH 426395
EXPIRES: November 4, 2027

LaTonya Harris
Notary Public
Print Name LaTonya Harris

My Commission Expires 11/4/2027

SCOPE OF SERVICES
FOR
CITY OF WINTER HAVEN
(Winter Haven Neighborhood Service Center Renovation)
Deadline 9/30/2025

I. The project will be located at 608 Avenue S NE, Winter Haven, FL 33881.

The City of Winter Haven proposes to use CDBG funds to enhance key areas of the City's Neighborhood Service Center.

The project site houses a non-profit organization that offers the senior citizen population a multiplicity of programs, services, and resources. Over the years the facility has deteriorated, and the organization house outgrown the space. The following issues have been identified as priority, roof replacement, updated plumbing, additional event space and bathrooms, ADA accessible parking, ADA accessibility to the facility, and flood mitigation.

If the aforementioned issues are left unaddressed, the served population will face increasing challenges in accessing the facility, hindering them from benefitting from the available services.

The City of Winter Haven plans to use CDBG funds for but not limited to the design, site work, safety improvements, and a portion of other construction needed to refresh the facility.

The City of Winter Haven will use CDBG funds for the above activities in an amount not to exceed **$279,221.00.**

II. Each invoice submitted for reimbursement must be accompanied with proper documentation as set forth in Appendix F. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

III. **PERFORMANCE MEASURES**

Outcome/Objective Specific Annual Objectives		Sources of Funds	Performance Indicators	Year	Expected Clients Served
	In FY 2024-2025, the CDBG program will allocate **$279,221.00** to the City of Winter Haven to modernize, expand, and renovate the Winter Haven Neighborhood Service Center.	**CDBG Municipalities**		24-25	3,482

SCOPE OF SERVICES CONTINUED

III. Other Requirements:

A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.

B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant Public Facility funds, or wording to that effect.

C. The Subrecipients must maintain documentation that ensures eligibility and compliance with a national objective, Davis Bacon and Section 3 requirements of the CDBG program.

D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.

E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.

F. Should the SUBRECIPIENT fail to meet the program requirements and contract deadline or fail to provide required reimbursable documents stated in Appendix F, the COUNTY may terminate this agreement in accordance with Section 4.6.

IV. SUBRECIPIENT INFORMATION

Address
City of Winter Haven
451 Third Street, NW
Winter Haven, FL 33881

Contact Person:
Name: T. Michael Stavres
Title: City Manager
Phone: (863) 291-5600
Email: mstavres@mywinterhaven.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Jennifer Cooper
Title: HND Manager
Phone: (863) 534-5209
Email: JenniferCooper@polk-county.net

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget	
Winter Haven Neighborhood Service Center Renovation Project	$ 279,221.00
Total Budget: $279,221.00	**$ 279,221.00**

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **WINTER HAVEN NEIGHBORHOOD SERVICE CENTER RENOVATION**

SUBRECIPIENT: **CITY OF WINTER HAVEN**

PAYROLL (Must have authorized timesheets and payroll information:): $_____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks): $_____

EQUIPMENT (Office, etc., along with procurement information:): $_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): $_____

REIMBURSEMENT REQUEST TOTAL: $_____

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

_____ _____

Authorized Signature Date

FOR CDBG USE ONLY

10240	340553093	5882020	M240004	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: **POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT**

From: **CITY OF WINTER HAVEN**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

_____/_____
Signature and Title Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE #____ OF ____

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10240	340553093	5882020	M240004	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

AFFIDAVIT

I, T. Michael Stavres (print name), hereby swear or affirm that:

I have read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

__x__ I attest that City of Winter Haven (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

_____
Signature of President/Executive Director/Board Chair

T. Michael Stavres, City Manager
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of November, 2024, by T. Michael Stavres as City Manager (*title of officer*) of Winter Haven (City of) (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

LATONYA HARRIS
MY COMMISSION # HH 426395
EXPIRES: November 4, 2027

_____
Notary Public LaDonya Harris
Print Name LaTonya Harris

My Commission Expires 11/4/2027

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **THE CITY OF WINTER HAVEN for WINTER HAVEN NEIGHBORHOOD SERVICE CENTER RENOVATION**

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

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

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 5th day of November, 2024.

ATTEST:

By: Angela Hibbard

PRINTED NAME: Angela Hibbard

Its: CRA Manager

CONTRACTOR:

By: T. Michael Stavres

PRINTED NAME: T. Michael Stavres

Its: City Manager

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **THE CITY OF WINTER HAVEN**

PROJECT: **WINTER HAVEN NEIGHBORHOOD SERVICE CENTER RENOVATION**
DATE:_____

_____ REPORT PERIOD _____THRU_____
Signature

Activity	Start Date	Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

PROJECT GOALS FOR NEXT REPORTING PERIOD:

_____
_____
_____

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10240	340553093	5882020	M240004	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

Required Reimbursement Checklist

*** Reimbursement requests will not be processed until all applicable documents are submitted and checklist is signed.**

Documents Needed	Yes	No	NA	Comments
Appendix B Page 2 & 3				
Vendor/Contractor Invoice (s)				
Canceled Check /Full Credit Card/ Bank Statement				
Copy of Purchasing Policies and Procedures				
Copy of Board Approval Minutes/Agenda for Project				
Copy of Request for Public Bid Advertisement, Letter or Soliciting for Professional service				
Bid Tabulation Sheet				
Copies of EACH Professional Service Proposal/Contractors Bid				
Copy of Certificate of Insurance and/or Bond				
SAMs Report				
Copy of Award Letter				
Copy of Contract				
Copy of Notice to Proceed				
Copy of Drawing and/or Specifications				
Copy of Preconstruction Minutes & Sign in sheets				
List of all Subcontractors (Company's name, address, trade).				
Certificate of Completion Form				
Copy of Permit Card- FINAL				
Monthly Status Reports				
Compliance Form				

All applicable documents for this project have been checked and verified.

_____ _____

Agent Signature Date

MONITORING CHECKLIST

The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOEA, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:

Finding: **Apparent non-compliance with a regulation, contractual requirement, or policy. (*A Finding will reference the applicable authority [Rule, contract section, policy date or section].*)**
Concern: **Condition that if uncorrected, may develop into a Finding.**
Occurrence: **Isolated incident, requiring correction that occurred in spite of adequate quality controls.**

Provider: City of Winter Haven

Project: Housing and Neighborhood Development Services for the CDBG Program

	Yes	No	N/A
Section 1 Review			
Does the file contain a complete application?.....			
a. Articles of Incorporation?.....			
b. Roster of Board of Directors?.....			
c. Organizational Chart (names of persons in key positions)?.....			
d. Copy of 501(c)(3) Federal Tax-Exempt Letter?.....			
Are all "required documents" submitted in application in the file?			
Are updated copies of certificate of insurance/performance bonds in the file?			
Is the County named as an additional insured party or endorsed to be notified in case of cancellation?			
Are written requests for budget changes in the file?			
Are any "Budget Adjustment Sheets" properly filed?			
Are correspondences with required responses in the file?			

	Yes	No	N/A
Section 2 Review			
Is there documentation of National Objective/Census Data?			
Section 3 Review			
Are Fiscal/Budget Cover Sheets/ Finance Receipts in the file?			
Is the appropriate "checklist(s)" attached and completed?			
Are copies of cancelled checks, time sheets, payroll, paid invoices in the file?			
Have the invoices been processed in a timely manner?			
Section 5 Review			
Are all monthly status/activity reports current and in the file?			
Section 6 Review			
Are there letters of approval of application/funding?			
Is there an executed Agreement plus any Addenda in the file?			
Polk Programs and Municipalities Review			
Is there a copy of the contract for professional services for vendors/contractors?			
Are there copies of all bids, plans and specifications in the file?			
Is there a copy of the Davis-Bacon Wage Determination?			
Is there evidence that all payroll requests been verified/adjusted properly?			
Does the file contain copies of bid advertisements?			
Are copies of bids/quotes in file?			
Is there verification of the bid opening?			
Is there documentation of the pre-bid/pre-construction conference?			
If lowest bid/quote was not used, is explanation attached?			
Are copies of subcontracts included in the file?			
Are partial payment requests verified by site inspections?			
Are "Change Orders" properly documented and processed?			
Is there a final inspection report preceding final payment?			
Is there evidence that any/all liens against the contractor been released?			
Is there evidence that the Project Manager regularly monitors the project?			
Based on the evidence available, have all other HUD/County requirements been met?			
Were there any changes to the activity goas or scope of services as indicated in the Agreement?			
Did the activity funding sources change?			

AFFIDAVIT REGARGING 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 T. MICHAEL STAVRES (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

T. Michael Stavres

SIGNATURE

T. MICHAEL STAVRES

PRINT NAME

CITY MANAGER

TITLE

11/6/2024

DATE

Agenda Item R.6. 2/3/2026

SUBJECT
Approve Community Development Block Grant (CDBG) Public Facilities subrecipient agreement between Polk County and Heart For Winter Haven. ($200,000.00 one-time expense).

DESCRIPTION
Approve the CDBG subrecipient agreement between Polk County and Heart for Winter Haven, for the Stable Homes Initiative. Heart For Winter Haven provides housing stability, financial empowerment, and employment readiness to families in crisis
CDBG funds will be used to acquire six (6) two-bedroom housing units located in Priority Housing Zones, including Inwood, Boggy Bottom, Wahneta, and Eloise, to support the Stable Homes Initiative. The housing units will exclusively serve up to six (6) families experiencing homelessness. Families placed in the transitional housing units will be assessed and provide comprehensive supportive services, including mental health counseling, financial literacy training, employability and workforce readiness training, and community-building resources, with an emphasis on promoting self-sufficiency.
The program is anticipated to serve approximately six (6) families during the current fiscal year. The agreement is in an amount not to exceed $200,000.00, will be effective October 1, 2025, and will expire September 30, 2026. This project was approved by the Board of County Commissioners through adoption of the FY 2025-2026 Action Plan.

RECOMMENDATION
Request Board approve the CDBG subrecipient agreement with Heart For Winter Haven for the Fiscal Year 2025 - 2026.

FISCAL IMPACT
Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION
Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polkfl.gov
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

HEART FOR WINTER HAVEN

FOR

STABLE HOMES INITIATIVE

10240	340553129	5882020	PFC250001	2025-2026
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

TABLE OF CONTENTS

ARTICLE I - PROJECT DESCRIPTION ..... Pg 4

ARTICLE II - DISBURSEMENTS ..... Pg 4

ARTICLE III - REPORTING ..... Pg 5

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION ..... Pg 5

ARTICLE V - INDEMNIFICATION ..... Pg 7

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT ..... Pg 7

ARTICLE VII - IMPLEMENTATION AND TIMETABLE ..... Pg 8

ARTICLE VIII - OTHER PROVISIONS ..... Pg 10

ARTICLE IX - NOTICES ..... Pg 16

ARTICLE X - MODIFICATION ..... Pg 16

ARTICLE XI - ASSURANCES ..... Pg 16

ARTICLE XII - FINANCIAL RESPONSIBILITY ..... Pg 16

ARTICLE XIII - EVALUATION AND MONITORING ..... Pg 18

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS ..... Pg 19

ARTICLE XV - CONFLICT OF INTEREST ..... Pg 20

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS ..... Pg 20

ARTICLE XVII - GENERAL PROVISIONS ..... Pg 21

ARTICLE XVIII - INSURANCE AND BOND ..... Pg 22

APPENDIX A - Pg. 1 - SCOPE OF SERVICES ..... Pg 24

TABLE OF CONTENTS CONTINUED

APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED.....Pg 25

APPENDIX B - Pg. 1 - BUDGET .....Pg 26

APPENDIX B - Pg. 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS .....Pg 27

APPENDIX B - Pg. 3 - VENDOR/INVOICE FORM.....Pg 28

APPENDIX C - Pg. 1 - FFATA AFFIDAVIT.....Pg 29

APPENDIX C - Pg. 2 - AFFIDAVIT .....Pg 30

APPENDIX D - E-VERIFY CERTIFICATION.....Pg 31

APPENDIX E - ESTIMATED TIMELINE.....Pg 32

APPENDIX F - REQUIRED PROJECT DOCUMENTATION.....Pg 33

APPENDIX G - MONITORING CHECKLIST.....Pg 34

APPENDIX H – HUMAN TRAFFICK AFFIDAVIT .....Pg 38

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND HEART FOR WINTER HAVEN

This agreement is effective on this __1st___ day of _October 2025, by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **Heart for Winter Haven**, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as **Stable Homes Initiative,** and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$200,000.00** and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block Grant Public Facilities funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I - PROJECT DESCRIPTION

1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services.

ARTICLE II - DISBURSEMENTS

2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **$200,000.00** from Community Development Block Grant (CDBG) Public Facilities fund, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report on all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted electronically or other format containing the same information as specified by the County. Reports are due on or no later than the 28th of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.

3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.

3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.

3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

4.1 This agreement shall take effect on **October 1, 2025**, and shall terminate on **September 30, 2026,** unless canceled sooner.

4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:

A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR 200.213 Suspension and Debarment. In the event that funds should fail to be or cease to be provided to the County then the County may terminate this agreement immediately.

B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.

2. Disallow (that is to deny both use of funds and 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 current award for the SUBRECIPIENT's program.

4. Withhold further awards for the program.

5. Take other remedies that may be legally available.

C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.

E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 2 CFR 200.338 and 2 CFR 180.

F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:

1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or

2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.

4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.10 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.

4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:

a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.

4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

a. Fails to file required reports or to meet project progress or completion deadlines;

b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR 200.339);

c. Expends funds under this agreement for ineligible activities, services or items;

d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;

e. Violates labor standards requirements; or

f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

7. The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Not withstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless the COUNTY from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from services provided by the SUBRECIPIENT, anyone directly or indirectly employed by the SUBRECIPIENT, or anyone for whose acts any of them may be liable, whether pursuant to this agreement or otherwise, and from all such parties negligent acts and omissions and intentional tortious acts. The SUBRECIPIENT acknowledges it is an independent contractor of the COUNTY and not an agent or employee thereof.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this Agreement and any contract must be in accordance with county, state, and federal guidelines and regulations. A list of all subcontractors must be provided to the HND Office. This in no way relieves the SUBRECIPIENT of any other requirements of this Agreement. Reimbursement requests shall include certification such as the certification shown in Appendix D, in the absence of canceled checks for verification.

2) None of the work or services, including but not limited to consultant services covered by this Agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.

3) All purchasing for consumable, capital equipment, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by §§200.317- 200.327 which cover procurement standards and Appendix II to part 200—contract provisions for non-federal entity contracts under federal awards.

a. The SUBRECIPIENT shall provide the COUNTY with project budget information.

b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.

c. Requests by the SUBRECIPIENT for payment must be accompanied by proper documentation, including cancelled checks for expenses to be reimbursed, and must be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.

d. The SUBRECIPIENT acknowledges and agrees that the COUNTY requires a reasonable period of time to review, process and approve reimbursement requests. The COUNTY will not be held liable for any delay in reimbursement caused by incomplete or late submissions by the SUBRECIPIENT. The COUNTY will strive to process complete reimbursement requests within thirty (30) business days of the receipt but makes no guarantee of a specific processing timeframe.

e. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.

f. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by COUNTY later than thirty (30) days after the expiration date of this Agreement and if work is done outside of the term of this Agreement.

g. The COUNTY reserves the right to withhold payment of reimbursement requests if monthly reports are not current.

h. All reimbursement requests under this Agreement must be submitted to the COUNTY no later than October 9, 2026. Any requests for reimbursements submitted after this date will not be considered for payment, and the COUNTY will not be obligated to reimburse any costs incurred after the deadline.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, financial accounts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY will authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

6.4 Upon receiving the invoices, the Subrecipient is required to provide a copy of the fully executed real property purchase and sale agreement, and the final signed closing documents, for any applicable purchases of property.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2025.** The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the

SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2025**.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Estimated Timeline set forth in Appendix **E**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed $10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, 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 SUBRECIPIENT 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.

b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

c. The SUBRECIPIENT will send to each labor union or representative of workers with which it 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 SUBRECIPIENT commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and

contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of $2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to

time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 ` Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 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, United States 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.

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8.14 SAM Registration and FFATA Compliance

The SUBRECIPIENT shall maintain a current registration in the federal System for Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Unique Entity Identification (UEI) Number (https://sam.gov/content/home) is required for registration. Subrecipient must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Subrecipient shall complete and sign the Affidavit attached hereto as Appendix "C" in conjunction with its execution of this Agreement and provide any supporting documentation, if required

8.15 Violence Against Women Act (VAWA)

If applicable to this project, the SUBRECIPIENT shall comply with the Violence Against Women Act ("VAWA") as it has been most recently authorized. VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated

from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. In March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit https://www.hud.gov/vawa.

8.16 Build America Buy America (BABA)

If applicable to this project, SUBRECIPEINT shall comply with the requirements of the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.

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ARTICLE IX - NOTICES

9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:
Jennifer Cooper, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, FL 33830

SUBRECIPIENT:
Brad Beatty, Executive Director
Heart for Winter Haven
1951 8th St NW, Suite 100
Winter Haven, FL 33881

ARTICLE X - MODIFICATION

10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.

10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.

10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.

11.2 SUBRECIPIENT agrees that it will comply with the following assurances:

a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.

b. 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 the SUBRECIPIENT receives federal financial assistance.

c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of $25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.

d. If applicable, SUBRECIPIEINT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

e. SUBRECIPIENT 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, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.

f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.

g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, 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."

i. This contract may be terminated at the option of the COUNTY if SUBRECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE XII - FINANCIAL RESPONSIBILITY

Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of CDBG funds in addition to Office of Management and Budget (OMB) Circular 2 CFR Part 200. The new regulations combined a diverse group of regulations into one Super Circular located at 2 CFR Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applies to the CDBG funds as now in effect and as may be amended from time to time.

12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.

12.2 SUBRECIPIENT agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement. In accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", all SUBRECIPIENTS who receive $300,000.00 or more in total Federal financial assistance within a year must obtain an independent audit.

12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.

12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.

12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.

12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or

returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.

12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.

12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.

12.9 The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

a) In addition, if expending more than $750,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR 200 subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than $750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.

12.10 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.

13.2 A sample monitoring instrument attached as Appendix G contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

14.0 Applicability of and cross reference to 2 CFR part 200.

(a) Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

14.1 As applicable Governmental Subrecipients shall comply with 2 cfr Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards":

•Subpart A - Acronyms and Definitions (§§ 200.0 - 200.99)
•Subpart B - General Provisions (§§ 200.100 - 200.113)
•Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards (§§ 200.200 - 200.213)
•Subpart D - Post Federal Award Requirements (§§ 200.300 - 200.345)
•Subpart E - Cost Principles (§§ 200.400 - 200.475)
•Subpart F - Audit Requirements (§§ 200.500 - 200.521)
•Appendix I to Part 200 - Full Text of Notice of Funding Opportunity
•Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
•Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
•Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
•Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans
•Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
•Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals
•Appendix VIII to Part 200 - Nonprofit Organizations Exempted from Subpart E - Cost Principles of Part 200
•Appendix IX to Part 200 - Hospital Cost Principles
•Appendix X to Part 200 - Data Collection Form (Form SF-SAC)
•Appendix XI to Part 200 - Compliance Supplement
•Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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NON-GOVERNMENTAL AGENCIES

14.2 Non-Governmental Subrecipients shall comply with the requirements and standards of Allowable Costs/ Cost Principles 2 cfr part 225/OMB Circular A-87; 2 cfr part 220/OMB Circular A-21; 2 CRF part 230/OMB Circular A-122 and 2 cfr part 215 Procurement.

The requirements for equipment and real property are contained in 2 cfr section 200.313 (equipment), 2 cfr section 200.311 (real property), 48 cfr section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.
Program income is gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (unless there is a requirement for disposition of program income after the end of the period of performance as provided in 2 cfr section 200.307(f)).

Program income (2 cfr section 200.80) includes, but is not limited to income from:

- Fees for services performed,
- The use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under Federal awards,
- License fees and royalties on patents and copyrights, except as provided below, and
- Principal and interest on loans made with Federal award funds.

ARTICLE XV - CONFLICT OF INTEREST

15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in Section 200.112 and 2 CFR 215 Procurement shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Employment and Contracting Opportunities;
- Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this agreement to include without limitation, the following:

a. Compliance. The SUBRECIPIENT 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 to comply in the handling of the materials created under this Agreement. The SUBRECIPIENT 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 SUBRECIPIENT 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. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, the SUBRECIPIENT 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 Agreement;

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 agreement and following completion of its term if the SUBRECIPIENT does not transfer the records to the COUNTY; and

IV. upon completion of the agreement transfer, at no cost, to the COUNTY, all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion of the agreement the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. Upon receipt of a request from the COUNTY's Custodian of Public Records, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

c. Contact. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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) 534-7532
EMAIL: RMLO@POLK-COUNTY.NET

17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.

17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered

to in the procurement of goods and services purchased pursuant to this contract.

17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that 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. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.

17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.

17.7 All notices required by this agreement shall be in writing.

17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.

10. This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

17.11 The Subrecipient shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering the Agreement, Subrecipient shall execute and deliver to the County the Employment Eligibility Certification attached as Appendix D to the Agreement.

ARTICLE XVIII - INSURANCE AND BOND

18.1 In accordance with s. 768.28 Florida Statues, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

_____
Clerk

DATE:_____

_____
Witness

DATE: 12/11/25

POLK COUNTY, FLORIDA

_____
Martha Santiago, Ed. D., Madam Chair

DATE: _____

HEART FOR WINTER HAVEN

_____
Brad Beatty, Executive Director
DATE: 12/11/2025

Reviewed as to form and legal sufficiency

_____
County Attorney's Office

_____
Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of December, 2025, by Brad Beatty as Executive Director (*title of officer*) of Heart for Winter Haven (*entity name*), on behalf of the company, who is personally known to me or has produced personally known as identification.

(AFFIX NOTARY SEAL)

MARIA L. MALDONADO
Notary Public - State of Florida
Commission # HH 662941
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

_____
Notary Public
Print Name Maria Maldonado

My Commission Expires April 10, 2029

SCOPE OF SERVICES
FOR
HEART FOR WINTER HAVEN
(Stable Homes Initiative)
Deadline 9/30/2026

I.

This project is located in Inwood, Boggy Bottom, Wahneta, and Eloise in Winter Haven, Florida.

Heart for Winter Haven is dedicated to providing housing stability, financial empowerment, and employment readiness to families in crisis. Since 2019, the organization has assisted 1,000 families across Polk County, distributing over $5 million in housing assistance.

CDBG Public Facilities funds will be used to acquire six (6) two-bedroom housing units in Priority Housing Zones (e.g. Inwood, Boggy Bottom, Wahneta, and Eloise) for the Stable Homes Initiative project that will exclusively house up to 6 families who are experiencing homelessness. Each family provided transitional homes in these housing units will be assessed and provided with comprehensive support that includes mental health counselling, financial literacy training, employability and workforce readiness training, encourages self-sufficiency, and community-building resources.

Heart for Winter Haven will use CDBG Public Facilities funds not to exceed the total amount of $200,000.00 which will be allocated as follows:

- **$200,000.00** – Property Acquisition

II. Each invoice submitted for reimbursement must be accompanied with proper documentation as set forth in Appendix F. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

III. **PERFORMANCE MEASURES**

Matrix Code	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number
01	In FY 2025-2026, the CDBG Public Facilities program will allocate **$200,000.00** to Heart for Winter Haven for the Stable Homes Initiative project.	**CDBG PF**	Property will be acquired to assist families who are homeless.	25-26	6

SCOPE OF SERVICES CONTINUED

III. Other Requirements:

A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.

B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant Public Facility funds, or wording to that effect.

C. Maintain documentation that ensures eligibility and compliance with a national objective of the CDBG PF program.

D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.

E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.

F. Although this agreement is in force until all funds are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix E, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.

IV. SUBRECIPIENT INFORMATION

Address:
Heart for Winter Haven
1951 8th St NW
Winter Haven, FL 33881

Contact Person:
Name: Tabitha Keith
Title: Director of Programs
Phone: (863) 291-6270
Email: tabitha@heart4wh.org

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Jennifer Cooper
Title: Manager
Phone: (863) 534-5209
Email: JenniferCooper@polkfl.gov

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget		
Property Acquisition	**$**	**200,000.00**
Total Budget:	**$**	**200,000.00**

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **STABLE HOMES INITIATIVE**

SUBRECIPIENT: HEART **FOR WINTER HAVEN**

PAYROLL (Must have authorized timesheets and payroll information:): $_____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks): $_____

EQUIPMENT (Office, etc., along with procurement information:): $_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): $_____

REIMBURSEMENT REQUEST TOTAL: $_____

_____ _____

Authorized Signature Date

FOR CDBG USE ONLY

10240	340553129	5882020	PFC250001	2025-2026
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: Polk **County Housing and Neighborhood Development**

From: **Heart for Winter Haven – Public Facilities Improvements**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
Signature and Title Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE #__ OF __

FOR CDBG USE ONLY

10240	340553129	5882020	PFC250001	2025-2026
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

10240	340553125	5882020	PFC230001	2024-2025
Fund #	Cost Center #	Account #	Contract #	Funding Year

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

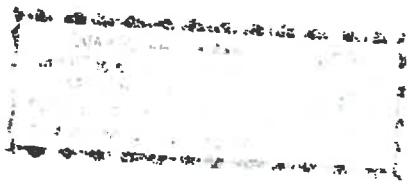
The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.



AFFIDAVIT

I, Brad Beatty (print name), hereby swear or affirm that:

I have read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

√ I attest that "Heart for Winter Haven" (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Robert B Beatty
Signature of President/Executive Director/Board Chair

Robert "Brad" Beatty
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of December, 2025, by Robert "Brad" Beatty as Executive Director (*title of officer*) of Heart for Winter Haven (*entity name*), on behalf of the company, who is personally known to me or has produced _____ personally known as identification.

(AFFIX NOTARY SEAL)

MARIA E. MALDONADO
Notary Public - State of Florida
Commission # HH 662941
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

Maria Maldonado
Notary Public Maria Maldonado
Print Name Maria Maldonado

My Commission Expires April 10, 2029

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **HEART FOR WINTER HAVEN for STABLE HOMES INITIATIVE**

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 11 day of December, 2025.

ATTEST:

By: _____

PRINTED NAME: TABITHA KEITH

Title: DIRECTOR OF PROGRAMS

CONTRACTOR:

By: _____

PRINTED NAME: Brad Beatty

Title: Executive Director

APPENDIX E

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **HEART FOR WINTER HAVEN**

PROJECT: **STABLE HOMES INTITIATIVE – PUBLIC FACILITIES IMPROVEMENTS**

DATE:_____

_____ REPORT PERIOD _____THRU_____
Signature

Activity	Start Date	Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

PROJECT GOALS FOR NEXT REPORTING PERIOD:

_____
_____
_____

FOR CDBG USE ONLY

10240	340553129	5882020	PFC250001	2025-2026
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

Construction Required Reimbursement Checklist

*** Reimbursement requests will not be processed until all applicable documents are submitted and checklist is signed.**

Documents Needed	Yes	No	NA	Comments
Appendix B Page 2 & 3				
Vendor/Contractor Invoice (s)				
Canceled Check(s) /Full Credit Card/ Bank Statement(s)				
Purchasing Policies and Procedures				
Copy of Board Approval Minutes/Agenda for Project				
Copy of Request for Bid, Public Advertisement, Letter or Solicitation for Professional Service				
Bid Tabulation Sheet				
Copies of ALL Professional Service Proposal/ Contractors Bid/ Professional Quote				
Copy of Current Certificate of Insurance and/or Bond				
SAMs Report (all contractors must have a UEI #)				
Copy of Award Letter				
Copy of Contract Between Owner and Contractor/				
Copy of Notice to Proceed				
Copy of Design Drawing and/or Specifications				
Copy of Preconstruction Minutes & Sign in sheets				
List of all Subcontractors (Company's name, address,				
Certificate of Completion Form				
Copy of Permit Card- FINAL				
Monthly Status Reports				
Compliance Form (For HND internal use only)				

All applicable documents for this project have been checked and verified.

Agent Signature

Date

APPENDIX G

MONITORING CHECKLIST

The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOEA, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:

Finding: **Apparent non-compliance with a regulation, contractual requirement, or policy. (*A Finding will reference the applicable authority [Rule, contract section, policy date or section].*)**

Concern: **Condition that if uncorrected, may develop into a Finding.**

SUBRECIPIENT: _____

PROJECT: _____

PROGRAM: ☐ **CDBG** ☐ **ESG** ☐ **OTHER:** _____

_____

	YES	NO	N/A
SECTION 1: ORGANIZATION & PROGRAM FILES			
Are the following files located in a central location?			
Complete Program Application for Current Funding Year?			
Current Articles of Incorporation?			
Current Roster of Board of Directors?			
Current Organizational Chart?			
Copy of 501(C)(3) Federal Tax-Exempt Letter?			
Copy of Current Certificate of Insurance (COI)?			
Is the County listed as an additional insured party?			
Copies of all safety reports (fire, food, health, etc)?			
Funding Letter for Current Fiscal Year?			
Fully Executed Contract?			
Fully Executed Amendments?			
Copy Pertinent Email Correspondence Between County & Subrecipient?			
NOTE S			

	YES	NO	N/A
SECTION 2: Client Files			
Review five client files and confirm the following documentation was within each file.			
CLIENT 1:			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			

Copy of Client Notes			
Documentation of Services Received			
NOTE S			
CLIENT 2:			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
NOTE S			
CLIENT 3:			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
NOTE S			



CLIENT 4:			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
NOTES			
CLIENT 5:			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
NOTES			
	YES	NO	N/A
SECTION 3: REIMBURSEMENT DOCUMENTATION			
Review three DRAW packets and confirm the following documentation is in each DRAW.			

DRAW Receipt			
Budget Adjustment Request(s) & Approval(s)			
Documentation for Salary Reimbursement			
Canceled Checks			
Appendix B Page 2 & 3			
Complete Bank or Credit Card Statement			
Documentation of Services Rendered			
DRAW 1: Was this DRAW packet complete?			
DRAW 2: Was this DRAW packet complete?			
DRAW 3: Was this DRAW packet complete?			
NOTE S			

	YES	NO	N/A
SECTION 4: HND INTERNAL REVIEW			
After reviewing HND's internal files for the Subrecipient, were the following documents found and processes completed in a timely manner?			
Monthly Reports?			
Did the organization communicate in a timely manner?			
Were invoices submitted by monthly due date?			
Were corrections made in a timely manner?			
National Objective/Census Data?			
HUD Certification of Exemption?			
HUD Funding Approval Letter?			

Follow-Up Required?		
☐ YES	☐ NO	
When ?		
☐ In-Person	☐ Virtually	

Auditor _____ Signature _____ Date _____

Agency Staff _____ Signature _____ Date _____

APPENDIX H

AFFIDAVIT REGARGING 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 Brad Beatty Executive Director (Signatory Name and Title) declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true

Further Affiant sayeth naught

NONGOVERNMENTAL ENTITY

SIGNATURE

Brad Beatty

PRINT NAME

Executive Director

TITLE

12/11/25

DATE

Agenda Item R.7. 2/3/2026

SUBJECT
Approve Community Development Block Grant (CDBG) Amendment 1 to the subrecipient agreement between Polk County and the City of Auburndale. ($179,152.54 one-time expense).

DESCRIPTION
Approve Amendment 1 to the CDBG subrecipient agreement between Polk County and the City of Auburndale for the continuation of the Cleveland Street Parking Lot Project/Earl Wright Park Improvements project. CDBG funds will be used to complete the design and construction of the Cleveland Street parking lot. The newly constructed parking lot will provide additional parking to address severe overflow from the Community Center/Gym. CDBG funds will cover all eligible construction costs incurred. Any remaining CDBG funds will be used for eligible improvements at Earl Wright Park, including ADA-accessible parking, lighting improvements, a new playground, and resurfacing of the playground area by transitioning from rubber mulch to a more durable, in-place rubber surfacing.
The City of Auburndale will use CDBG funds for the above activities in the amount not to exceed $179,152.54 (current allocation FY 25/26 $110,195.46, in addition to a carryover from FY 24/25 $68,957.08). This project was approved by the Board of County Commissioners by adoption of the Fiscal Year 2025-2026 Annual Action Plan.

RECOMMENDATION
Request Board approve and execute this Community Development Block Grant (CDBG) Amendment 1 to the subrecipient agreement between Polk County and the City of Auburndale.

FISCAL IMPACT
Funds are available in Special Revenue Grant Fund.

CONTACT INFORMATION
Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polkfl.gov
863-534-5209

AMENDMENT 1 TO THE CITY OF AUBURNDALE SUBRECIPIENT AGREEMENT

THIS AMENDMENT 1 ("Amendment") is effective on the 1st day of October, 2025, between Polk County, a political subdivision of the State of Florida, and City of Auburndale.

RECITALS:

WHEREAS, The City of Auburndale and Polk County, entered into that certain "Cleveland Street Parking Lot Project/Earl Wright Park Improvements" with a term October 1, 2024, to September 30, 2025 (the "Contract"); and

WHEREAS, the County is contributing $179,152.54 (current allocation FY 25/26 $110,195.46, in addition to carryover from FY 24/25 $68,957.08) in federal funds made available through the CDBG program to resume its Cleveland Street Parking Lot Project and Earl Wright Park Improvements that began in FY24/25; and

WHEREAS, because of the phase progression of the project, the Agreement must be extended until September 30, 2026, and the parties desire to amend the agreement accordingly;

NOW THEREFORE, in consideration of the above Recitals and the benefits to be derived from the mutual observation of the covenants contained herein, the parties agree as follows:

1. Effective upon execution of this Amendment, Agreement Section 4.1 is revised to extend the termination date to September 30, 2026.
2. Effective upon execution of this Amendment, a benchmark has been included to spend FY 24/25 $68,957.08 by the end of the project, September 30, 2026. All other items and conditions of the Subrecipient Agreement shall remain the same and in force
3. Effective upon the execution of this Amendment, the site address for Earl Wright Park Project is corrected as 230 Bridgers Avenue E, Auburndale, FL 33823.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the effective date first stated above.

POLK COUNTY, a political subdivision of the State of Florida

Martha Santiago, Ed. D., Madam Chair
Board of County Commissioners

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

Deputy Clerk

CITY OF AUBURNDALE, FLORIDA

Amy Palmer, Interim City Manager

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF AUBURNDALE

FOR

CLEVELAND STREET PARKING LOT PROJECT/EARL WRIGHT PARK IMPROVEMENTS

10240	340553073	5882020	M240001	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

TABLE OF CONTENTS

ARTICLE I - PROJECT DESCRIPTION ..... Pg 4

ARTICLE II - DISBURSEMENTS ..... Pg 4

ARTICLE III - REPORTING ..... Pg 5

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION ..... Pg 5

ARTICLE V - INDEMNIFICATION ..... Pg 7

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT ..... Pg 7

ARTICLE VII - IMPLEMENTATION AND TIMETABLE ..... Pg 8

ARTICLE VIII - OTHER PROVISIONS ..... Pg 9

ARTICLE IX - NOTICES ..... Pg 15

ARTICLE X - MODIFICATION ..... Pg 15

ARTICLE XI - ASSURANCES ..... Pg 15

ARTICLE XII - FINANCIAL RESPONSIBILITY ..... Pg 16

ARTICLE XIII - EVALUATION AND MONITORING ..... Pg 17

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS ..... Pg 18

ARTICLE XV - CONFLICT OF INTEREST ..... Pg 19

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS ..... Pg 19

ARTICLE XVII - GENERAL PROVISIONS ..... Pg 20

ARTICLE XVIII - INSURANCE AND BOND ..... Pg 22

APPENDIX A - Pg. 1 - SCOPE OF SERVICES ..... Pg 24

TABLE OF CONTENTS CONTINUED

APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED ..... Pg 25

APPENDIX B - Pg. 1 - BUDGET ..... Pg 26

APPENDIX B - Pg. 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS ..... Pg 27

APPENDIX B - Pg. 3 - VENDOR/INVOICE FORM..... Pg 28

APPENDIX C - Pg. 1 - FFATA AFFIDAVIT ..... Pg 29

APPENDIX C - Pg. 2 - AFFIDAVIT..... Pg 30

APPENDIX D - E-VERIFY CERTIFICATION..... Pg 31

APPENDIX E - ESTIMATED TIMELINE.....Pg 32

APPENDIX F - REQUIRED PROJECT DOCUMENTATION.....Pg 33

APPENDIX G - SAMPLE MONITORING INSTRUMENT.....Pg 34

APPENDIX H – HUMAN TRAFFIC AFFIDAVIT .....Pg 36

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND THE CITY OF AUBURNDALE

This agreement is made and entered on this **1st** day of **October 2024**, by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **The City of Auburndale**, a Florida municipal corporation, organized and existing under the laws of the State of Florida, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as **Cleveland Street Parking Lot Project/Earl Wright Park Improvements**, and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76).** and;

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block Grant Public Facilities funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant;**

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I - PROJECT DESCRIPTION

1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services and according to the terms and conditions of the Agreement and all requirements for the SUBRECIPITN's project and program.

ARTICLE II - DISBURSEMENTS

2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **$108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76)** from Community Development Block Grant (CDBG) funds, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the monthly report form attached to this agreement, Appendix **E,** or other format containing the same information as found in Appendix **E** specified by the County. Reports are due on or no later than the thirtieth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.

3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.

3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.

3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

4.1 This agreement shall take effect on **October 1, 2024** , and shall terminate on **September 30, 2025,** unless canceled sooner.

4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:

A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR 200.214 Suspension and Debarment. In the event that funds should fail to be or cease to be provided to the County then the County may terminate this agreement immediately.

B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.

2. Disallow (that is to deny both use of funds and 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 current award for the SUBRECIPIENT's program.

4. Withhold further awards for the program.

5. Take other remedies that may be legally available.

C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.

E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549, 2 CFR 200.339 and 2 CFR 180.

F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:

1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or

2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.

4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.10 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.

4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:

a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.

4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

a. Fails to timely file required reports or to meet project progress or completion deadlines;

b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR 200.339);

c. Expends funds under this agreement for ineligible activities, services or items;

d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;

e. Violates labor standards requirements; or

f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Not withstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless the COUNTY from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from services provided by the SUBRECIPIENT, anyone directly or indirectly employed by the SUBRECIPIENT, or anyone for whose acts any of them may be liable, whether pursuant to this agreement or otherwise, and from all such parties negligent acts and omissions and intentional tortious acts. The SUBRECIPIENT acknowledges it is an independent contractor of the COUNTY and not an agent or employee thereof.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

(1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, federal guidelines, and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix D, in the absence of canceled checks for verification.

(2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.

(3) All purchasing for consumable, capital equipment, and services shall be made by

purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by 2 CFR 200.317 – 200.327.

a. The SUBRECIPIENT shall provide the COUNTY with project budget information.

b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.

c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.

d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.

e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.

f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, financial accounts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2024.** The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2024**.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Estimated Timeline set forth in Appendix **E**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed $10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, 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 SUBRECIPIENT 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.

b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

c. The SUBRECIPIENT will send to each labor union or representative of workers with which it 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 SUBRECIPIENT commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued

pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of $2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990,

the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 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, United States 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.

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8.14 SAM Registration and FFATA Compliance

The SUBRECIPIENT shall maintain a current registration in the federal System for Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Unique Entity Identification (UEI) Number (https://sam.gov/content/home) is required for registration. Subrecipient must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Subrecipient shall complete and sign the Affidavit attached hereto as Appendix "C" in conjunction with its execution of this Agreement and provide any supporting documentation, if required

8.15 Violence Against Women Act (VAWA)

If applicable to this project, the SUBRECIPIENT shall comply with the Violence Against Women Act ("VAWA") as it has been most recently authorized. VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated

from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. On March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit https://www.hud.gov/vawa.

8.16 Build America Buy America (BABA)

If applicable to this project, SUBRECIPEINT shall comply with the requirements of the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.

8.17 No Coercion for Labor or Services

Concurrently with its execution of this Agreement, the SUBRECIPIENT has executed an affidavit in the form provided in Appendix G which has been signed by an officer or representative of the SUBRECIPIENT under penalty of perjury attesting that the SUBRECIPIENT does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that section may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. The SUBRECIPIENT shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

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ARTICLE IX - NOTICES

9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:
Jennifer Cooper, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, FL 33830

SUBRECIPIENT:
Jeffrey Tillman, City Manager
City of Auburndale
P.O. Box 186
Auburndale, FL 33823

ARTICLE X - MODIFICATION

10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.

10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.

10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.

11.2 SUBRECIPIENT agrees that it will comply with the following assurances:

a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.

b. 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 the SUBRECIPIENT receives federal financial assistance.

c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of $25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.

d. If applicable, SUBRECIPIEINT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

e. SUBRECIPIENT 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, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.

f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.

g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.

h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, 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."

i. This contract may be terminated at the option of the COUNTY if SUBRECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE XII - FINANCIAL RESPONSIBILITY

Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of CDBG funds to include the regulations located at 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which applies to the CDBG funds as now in effect (inclusive of applicable 2024 revisions to Part 200), and as may be amended from time to time.

12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.

12.2 SUBRECIPIENT agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement.

12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.

12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.

12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.

12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.

12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.

12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.

12.9 The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

a) In addition, if expending more than $1,000,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR 200 subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than $1,000,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.

12.10 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.

13.2 A sample monitoring instrument attached as Appendix G contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

14.0 Applicability of and cross reference to 2 CFR part 200.

(a) Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

14.1 As applicable Governmental Subrecipients shall comply with 2 cfr Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (inclusive of applicable 2024 revisions to Part 200), as the same may be amended from time to time:

- Subpart A - Acronyms and Definitions
- Subpart B - General Provisions
- Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D - Post Federal Award Requirements
- Subpart E - Cost Principles
- Subpart F - Audit Requirements
- Appendix I to Part 200 - Full Text of Notice of Funding Opportunity
- Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
- Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
- Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans
- Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
- Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals
- Appendix VIII to Part 200 - Nonprofit Organizations Exempted from Subpart E - Cost Principles of Part 200
- Appendix IX to Part 200 - Hospital Cost Principles
- Appendix X to Part 200 - Data Collection Form (Form SF-SAC)
- Appendix XI to Part 200 - Compliance Supplement
- Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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NON-GOVERNMENTAL AGENCIES

14.2 Non-Governmental Subrecipients shall comply with the requirements and standards of Allowable Costs/Cost Principles 2 cfr part 225/OMB Circular A-87; 2 cfr part 220/OMB Circular A-21; 2 CRF part 230/OMB Circular A-122 and 2 cfr part 215 Procurement.

The requirements for equipment and real property are contained in 2 cfr section 200.313 (equipment), 2 cfr section 200.311 (real property), 48 cfr section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.
Program income is gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (unless there is a requirement for disposition of program income after the end of the period of performance as provided in 2 cfr section 200.307(f)).

Program income (2 cfr section 200.80) includes, but is not limited to income from:

- Fees for services performed,
- The use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under Federal awards,
- License fees and royalties on patents and copyrights, except as provided below, and
- Principal and interest on loans made with Federal award funds.

ARTICLE XV - CONFLICT OF INTEREST

15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in Section 200.112 and 2 CFR 215 Procurement shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Employment and Contracting Opportunities;
- Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this agreement to include without limitation, the following:

a. Compliance. The SUBRECIPIENT 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 to comply in the handling of the materials created under this Agreement. The SUBRECIPIENT 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 SUBRECIPIENT 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. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, the SUBRECIPIENT 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 Agreement;

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 agreement and following completion of its term if the SUBRECIPIENT does not transfer the records to the COUNTY; and

IV. upon completion of the agreement transfer, at no cost, to the COUNTY, all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion of the agreement the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. Upon receipt of a request from the COUNTY's Custodian of Public Records, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

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

RECORDS MANAGEMENT LIASION OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7532
EMAIL: RMLO@POLK-COUNTY.NET

17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.

17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.

17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that 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. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.

17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.

17.7 All notices required by this agreement shall be in writing.

17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.

17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

17.11 The Subrecipient shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering this Agreement, Subrecipient shall execute and deliver to the County the Employment Eligibility Certification attached as Appendix D to the Agreement.

17.12 The Subrecipient will be responsible to establish and maintain effective internal controls in accordance with 2 CFR Section 200.303 to include without limitation taking all applicable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

17.13 As required by 2 CFR Section 200.217, the Subrecipient shall inform its employees in writing of the employees' whistleblower rights and protections under 41 U. S. C. 4712.

ARTICLE XVIII - INSURANCE AND BOND

18.1 In accordance with s. 768.28 Florida Statues, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

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The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

Alison Brown
Clerk

DATE: 11/5/24

Witness

DATE: 11/5/24

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

POLK COUNTY, FLORIDA

T.R. Wilson, Chairman

DATE: 11/5/2024 R. 13

SUBRECIPIENT – THE CITY OF AUBURNDALE

Jeffrey Tillman, City Manager

DATE: 12/05/2024

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of December, 2024, by Jeff Tillman as City Manager (*title of officer*) of City of Auburndale (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

MARSHA K. JOHNSON
MY COMMISSION # HH 287145
EXPIRES: August 22, 2026

Marsha K Johnson
Notary Public
Print Name Marsha K Johnson

My Commission Expires 8.22.26

SCOPE OF SERVICES
FOR
CITY OF AUBURNDALE
(Cleveland Street Parking Lot Project/Earl Wright Park Improvements)
Deadline 9/30/2025

I. The projects will be located at 409& 411 Cleaveland Street, Auburndale FL 33823-Parking Lots
203 Bridgers Avenue, E. Auburndale, FL 33823- Park Improvement

The City of Auburndale will focus on rejuvenating target areas within the City of Auburndale.

Community Development Block Grant (CDBG) funds will be used to the construct additional parking for the Community Center/Gym located at 409 & 411 Cleveland Street, Auburndale. The City will also use CDBG funds to acquire two adjacent properties that currently have excessive amounts of code enforcement liens and pay any eligible land acquisition costs. Following property acquisition, the City will contract for the demolition of each respective structure and will contract for construction of an asphalt parking lot. This newly constructed parking lot will serve as additional parking for the severe overflow from the Community Center/Gym. CDBG funds will cover all eligible construction costs incurred.

The City of Auburndale will utilize CDBG funds for the enhancement of Earl Wright Park. As it stands, the park could use several updates to allow citizens and families an opportunity to create enjoyable experiences and memories. The project will focus on but not limited to creating ADA accessible parking, improving the park's lighting, installing a new playground, and resurfacing the playground area (transitioning from rubber mulch to durable in place rubber).

The City of Auburndale will use CDBG funds for the above activities in an amount not to exceed **$108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76).**

II. Each invoice submitted for reimbursement must be accompanied with proper documentation as set forth in Appendix F. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

8III. **PERFORMANCE MEASURES**

Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Clients Served
In FY 2024-2025, the CDBG program will allocate **$108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76)** to the City of Auburndale. The City will use CDBG funds for lot acquisition, which includes the demolition of structures and constructing an overflow asphalt parking lot, and renovations to Earl Wright Park.	**CDBG Municipalities**	Very-Low, Mod-Low clients with assistance through financial classes, finding sustainable employment, housing, or basic needs.	24-25	19,000

SCOPE OF SERVICES CONTINUED

III. Other Requirements:

A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.

B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant Public Facility funds, or wording to that effect.

C. The Subrecipients must maintain documentation that ensures eligibility and compliance with a national objective, Davis Bacon and Section 3 requirements of the CDBG program.

D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.

E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.

F. Should the SUBRECIPIENT fail to meet the program requirements and contract deadline or fail to provide required reimbursable documents stated in Appendix F, the COUNTY may terminate this agreement in accordance with Section 4.6.

IV. SUBRECIPIENT INFORMATION

Address:
City of Auburndale
P.O. Box 186
Auburndale, FL 33823

Contact Person:
Name: Jeffrey Tillman
Title: City Manager
Phone: (863) 965-5530
Email: cmo@auburndalefl.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Jennifer Cooper
Title: HND Manager
Phone: (863) 534-5209
Email: JenniferCooper@polk-county.ner

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget		
Earl Wright Park Improvements	$	90,000.00
Cleveland Street Parking Lot Project	$	18,955.76
Total Budget: $108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76)	**$**	**$108,955.76**

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **CLEVELAND STREET PARKING LOT PROJECT/EARL WRIGHT PARK IMPROVEMENTS**

SUBRECIPIENT: **THE CITY OF AUBURNDALE**

PAYROLL (Must have authorized timesheets and payroll information:): $_____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks): $_____

EQUIPMENT (Office, etc., along with procurement information:): $_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): $_____

REIMBURSEMENT REQUEST TOTAL: $_____

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

_____ _____

Authorized Signature Date

FOR CDBG USE ONLY

10240	340553073	5882020	M240001	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: **POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT**

From: **THE CITY OF AUBURNDALE**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

_____/_____
Signature and Title Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE #____ OF ____

FOR CDBG USE ONLY

10240	340553073	5882020	M240001	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

AFFIDAVIT

I, Jeff Tillman (print name), hereby swear or affirm that:

I have read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

X I attest that City of Auburndale (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Jeffrey E. Tillman

Signature of President/Executive Director/Board Chair

Jeffrey E. Tillman
City Manager

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of December, 2024, by Jeff Tillman as City Manager (*title of officer*) of City of Auburndale (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Marsha K Johnson
Notary Public
Print Name Marsha K Johnson

My Commission Expires August 22, 2026

MARSHA K. JOHNSON
MY COMMISSION # HH 287145
EXPIRES: August 22, 2026

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **THE CITY OF AUBURNDALE for AUBURNDALE STORMWATER GENERATOR/CLEVELAND STREET PARKING LOT PROJECT**

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

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

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

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 5th day of December, 2024_.

ATTEST:

By: _____

PRINTED NAME: Amy Palmer

Title: Assistant City Manager

SUBRECIPIENT:

By: _____

PRINTED NAME: Jeffrey E. Tillman

Title: City Manager

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **THE CITY OF AUBURNDALE**

PROJECT: **CLEVELAND STREET PARKING LOT PROJECT/EARL WRIGHT PARK IMPROVEMENTS**

DATE:_____

_____ REPORT PERIOD _____THRU_____
Signature

Activity	Start Date	Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

PROJECT GOALS FOR NEXT REPORTING PERIOD:

_____
_____
_____

FOR CDBG USE ONLY

10240	340553073	5882020	M240001	2024-2025
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

Required Reimbursement Checklist

*** Reimbursement requests will not be processed until all applicable documents are submitted and checklist is signed.**

Documents Needed	Yes	No	NA	Comments
Appendix B Page 2 & 3				
Vendor/Contractor Invoice (s)				
Canceled Check /Full Credit Card/ Bank Statement				
Copy of Purchasing Policies and Procedures				
Copy of Board Approval Minutes/Agenda for Project				
Copy of Request for Public Bid Advertisement, Letter or Soliciting for Professional service				
Bid Tabulation Sheet				
Copies of EACH Professional Service Proposal/Contractors Bid				
Copy of Certificate of Insurance and/or Bond				
SAMs Report				
Copy of Award Letter				
Copy of Contract				
Copy of Notice to Proceed				
Copy of Drawing and/or Specifications				
Copy of Preconstruction Minutes & Sign in sheets				
List of all Subcontractors (Company's name, address, trade).				
Certificate of Completion Form				
Copy of Permit Card- FINAL				
Monthly Status Reports				
Compliance Form (County internal use only)				

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

All applicable documents for this project have been checked and verified.

_____ _____

Agent Signature Date

MONITORING CHECKLIST

The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOEA, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:

Finding: **Apparent non-compliance with a regulation, contractual requirement, or policy. (*A Finding will reference the applicable authority [Rule, contract section, policy date or section].*)**
Concern: **Condition that if uncorrected, may develop into a Finding.**
Occurrence: **Isolated incident, requiring correction that occurred in spite of adequate quality controls.**

Provider: City of Auburndale

Project: Housing and Neighborhood Development Services for the CDBG Program

	Yes	No	N/A
Section 1 Review			
Does the file contain a complete application?.....			
a. Articles of Incorporation?.....			
b. Roster of Board of Directors?.....			
c. Organizational Chart (names of persons in key positions)?.....			
d. Copy of 501(c)(3) Federal Tax-Exempt Letter?.....			
Are all "required documents" submitted in application in the file?			
Are updated copies of certificate of insurance/performance bonds in the file?			
Is the County named as an additional insured party or endorsed to be notified in case of cancellation?			
Are written requests for budget changes in the file?			
Are any "Budget Adjustment Sheets" properly filed?			
Are correspondences with required responses in the file?			
Section 2 Review			
Is there documentation of National Objective/Census Data?			

	Yes	No	N/A
Section 3 Review			
Are Fiscal/Budget Cover Sheets/ Finance Receipts in the file?			
Is the appropriate "checklist(s)" attached and completed?			
Are copies of cancelled checks, time sheets, payroll, paid invoices in the file?			
Have the invoices been processed in a timely manner?			
Section 5 Review			
Are all monthly status/activity reports current and in the file?			
Section 6 Review			
Are there letters of approval of application/funding?			
Is there an executed Agreement plus any Addenda in the file?			
Polk Programs and Municipalities Review			
Is there a copy of the contract for professional services for vendors/contractors?			
Are there copies of all bids, plans and specifications in the file?			
Is there a copy of the Davis-Bacon Wage Determination?			
Is there evidence that all payroll requests been verified/adjusted properly?			
Does the file contain copies of bid advertisements?			
Are copies of bids/quotes in file?			
Is there verification of the bid opening?			
Is there documentation of the pre-bid/pre-construction conference?			
If lowest bid/quote was not used, is explanation attached?			
Are copies of subcontracts included in the file?			
Are partial payment requests verified by site inspections?			
Are "Change Orders" properly documented and processed?			
Is there a final inspection report preceding final payment?			
Is there evidence that any/all liens against the contractor been released?			
Is there evidence that the Project Manager regularly monitors the project?			
Based on the evidence available, have all other HUD/County requirements been met?			
Were there any changes to the activity goals or scope of services as indicated in the Agreement?			
Did the activity funding sources change?			

APPENDIX H

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 Jeffrey E. Tillman City Manager (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.

City of Auburndale
NONGOVERNMENTAL ENTITY

Jeffrey E. Tillman
SIGNATURE

Jeffrey E. Tillman City Manager
PRINT NAME

TITLE

12/05/2024
DATE

Board of County Commissioners Regular Meeting
Agenda Item # 24-1888

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the City of Auburndale. ($108,955.76 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and the City of Auburndale, for the Cleveland Street Parking Lot Project/Earl Wright Park Improvements project. CDBG funds will be used for but not limited to acquire two adjacent properties that currently have excessive amounts of code enforcement liens and pay any eligible land acquisition costs. Following property acquisition, the City will contract for the demolition of each respective structure and will contract for construction of an asphalt parking lot. This newly constructed parking lot will serve as additional parking for the severe overflow from the Community Center/Gym. CDBG funds will cover all eligible construction costs incurred. CDBG funds will enhance Earl Wright Park by creating ADA accessible parking, improving the park's lighting, installing a new playground, and resurfacing the playground area (transitioning from rubber mulch to durable in place rubber).

The City of Auburndale will use CDBG funds for the above activities in the amount not to exceed $108,955.76 (current allocation FY 24/25 $103,450.00, in addition to a carryover from FY 23/24 $5,505.76). This project was approved by the Board of County Commissioners by adoption of the Fiscal Year 2024– 2025 Action Plan on July 2, 2024.

RECOMMENDATION

Request Board approve and execute this Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the City of Auburndale.

FISCAL IMPACT

Funds are available in Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polk-county.net
863-534-5209

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	10/16/2024
Parent Fund	CBDG
Department/Division	Housing & Neighborhood Development/Health & Human Services
BoCC Date	N/A

Request for the following transfer be made for the reason(s) stated:

	Amount FROM	Fund	Cost Center	Account	Project	Area	TBD
	$ 5,506	10240	340554001	5359000	0000000	00	0000000
	$ 5,506	10240	340554001	3315001	0000000	00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
TOTAL	$ 11,012						

	Amount TO	Fund	Cost Center	Account	Project	Area	TBD
	$ 5,506	10240	340553073	5359000	0000000	00	0000000
	$ 5,506	10240	340553073	3315001	0000000	00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
TOTAL	$ 11,012						

JUSTIFICATION (attach additional back-up as necessary)

Move funds from 10240.340554001.5359000 to 10240.340553073.5359000 for City of Auburndale

Department/Division Director Marcia Packham

Recommended or not recommended by Christa Johnson 10/21/24

(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management _____

(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

iL iT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Budget Period	Budget Adjustments	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption	Funds Available Amount	Funds Available (%)
	0000000	00	0000000	YEAR-25	0.00	2,496,580.00	0.00	0.00	0.00	0.00	0.00	2,496,580.00	100.00
	0000000	00	0000000	YEAR-25	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	125,000.00	100.00
	0000000	00	0000000	YEAR-25	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	100.00
	0000000	00	0000000	YEAR-25	0.00	1,656,528.00	0.00	0.00	0.00	0.00	0.00	1,656,528.00	100.00
	0000000	00	0000000	YEAR-25	0.00	387,563.00	0.00	0.00	0.00	0.00	0.00	387,563.00	100.00
	0000000	00	0000000	YEAR-25	0.00	517,489.00	0.00	0.00	0.00	0.00	0.00	517,489.00	100.00

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	10/16/2024
Parent Fund	CBDG
Department/Division	Housing & Neighborhood Development/Health & Human Services
BoCC Date	N/A

Request for the following transfer be made for the reason(s) stated:

	Amount FROM	Fund	Cost Center	Account	Project	Area	TBD
	$ 5,506	10240	340554001	5359000	0000000	00	0000000
	$ 5,506	10240	340554001	3315001	0000000	00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
TOTAL	$ 11,012						

	Amount TO	Fund	Cost Center	Account	Project	Area	TBD
	$ 5,506	10240	340553073	5359000	0000000	00	0000000
	$ 5,506	10240	340553073	3315001	0000000	00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
						00	0000000
TOTAL	$ 11,012						

JUSTIFICATION (attach additional back-up as necessary)

Move funds from 10240.340554001.5359000 to 10240.340553073.5359000 for City of Auburndale

Department/Division Director Marcia Pendleton

Recommended or not recommended by Christia Johnson 10/21/24

(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management _____ (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

iL NT	BOCC GL PROJECT	BOCC GL AREA	BOCC GL TBD	Budget Period	Budget Adjustments	Total Budget	Commitments	Obligations	Other Consumption	Expenditures	Total Consumption	Funds Available Amount	Funds Available (%)
	0000000	00	0000000	YEAR-25	0.00	2,496,580.00	0.00	0.00	0.00	0.00	0.00	2,496,580.00	100.00
	0000000	00	0000000	YEAR-25	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00	125,000.00	100.00
	0000000	00	0000000	YEAR-25	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	100.00
	0000000	00	0000000	YEAR-25	0.00	1,656,528.00	0.00	0.00	0.00	0.00	0.00	1,656,528.00	100.00
	0000000	00	0000000	YEAR-25	0.00	387,563.00	0.00	0.00	0.00	0.00	0.00	387,563.00	100.00
	0000000	00	0000000	YEAR-25	0.00	517,489.00	0.00	0.00	0.00	0.00	0.00	517,489.00	100.00

REQUEST FOR LEGAL SERVICES

KC

OCT 7 AM 11:35

TO: County Attorney's Office

Attention: Tom Norsworthy and Jackie Lanfair

FROM: Kelly Carter Drawer No.: HS04

DEPT: Health & Human Services/ HND Ext.: 5243

DATE: September 20, 2024

REQUEST (in detail): PLEASE REVIEW AGENDA ITEMS

DATE NEEDED BY: September 27, 2024

Please review the FY 2024– 2025 Municipal Partners Contracts for:

City of Auburndale
City of Eagle Lake
City of Lake Alfred
City of Winter Haven

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

County Attorney
SEP 23 2024

Assigned to: TOM Date:

County Attorney Project No.: 2024-511

Logged out: 10-3-24

10/3/2024

Agenda Item R.8. 2/3/2026

SUBJECT

Declare surplus and authorize the public sale of County's interest in Parcel ID Number 273212-932575-001330. (Potential for $25,000 or greater, one-time revenue)

DESCRIPTION

The County acquired Parcel ID Number 273212-932575-001330 through an Escheatment Tax Deed dated December 31, 2025, which was subsequently recorded in Official Record Book 13828, at Page 1608, Public Records of Polk County, Florida. The parcel is a vacant, rectangular shaped, platted lot containing approximately 2-acres located along the north side of a private roadway known as Brandywine Trail in the Frostproof area. The parcel has been reviewed by all appropriate County Divisions, and it has been determined that there is no County need or use for the property. In an effort to reduce the County's Land Inventory, staff is requesting the Board declare the parcel surplus and authorize the public sale of the of the parcel to the highest bidder whose bid meets or exceeds the minimum bid. Staff is requesting the Board approve the Property Appraiser's just market value of $25,000 as the minimum bid amount.

Florida Statutes allow for the disposal of County-owned real property by declaring the property surplus and authorizing a public sale to the highest bidder. Declaring the subject parcel surplus and authorizing its sale will allow the public to purchase the parcel, place it back on the tax roll, remove the property from the County Land Inventory and allow the County to cease maintenance activities associated with the parcel.

RECOMMENDATION

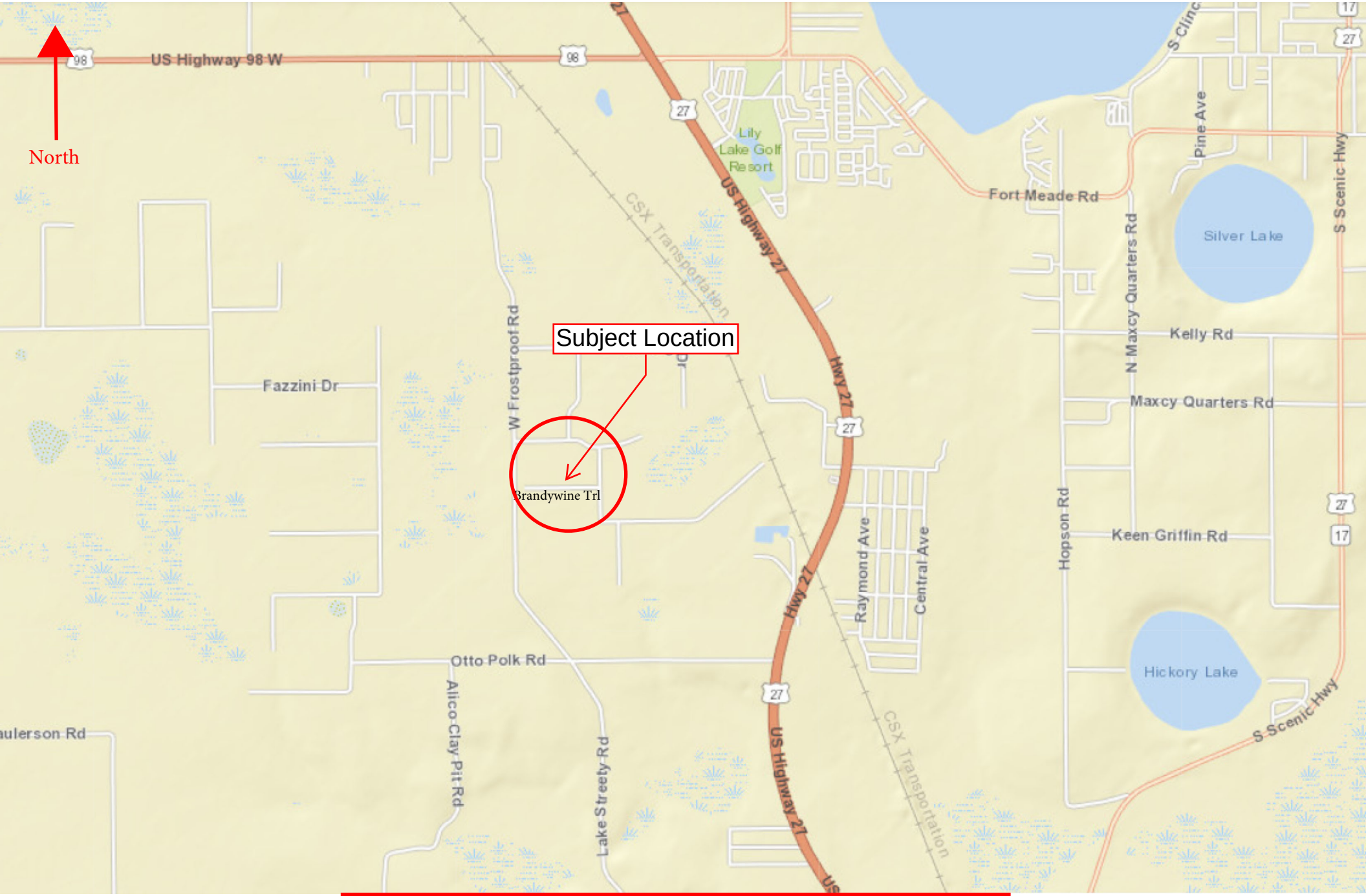
Request Board declare the above-mentioned parcel surplus and authorize its public sale to the highest bidder at or above the minimum bid amount. Also, request Board approve the minimum bid amount of $25,000 for the purchase of the parcel and the condition that the recording fees and documentary stamps shall be borne by the prospective buyer. The County's interest in the subject parcel, including any interests that may otherwise be reserved by Florida Statute, will be conveyed in its "as is" condition via County Deed.

FISCAL IMPACT

Proceeds from the sale of the subject parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

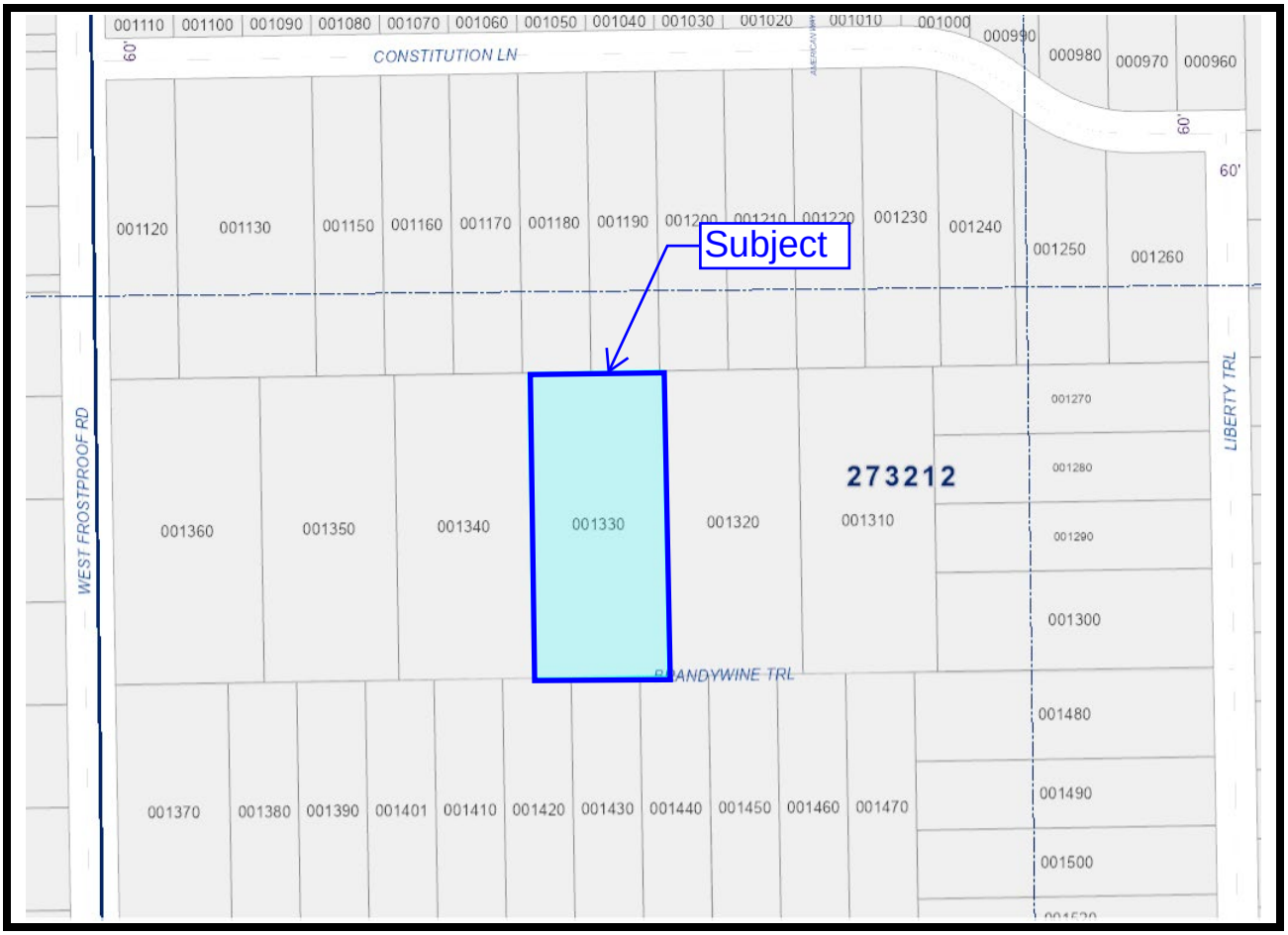
CONTACT INFORMATION

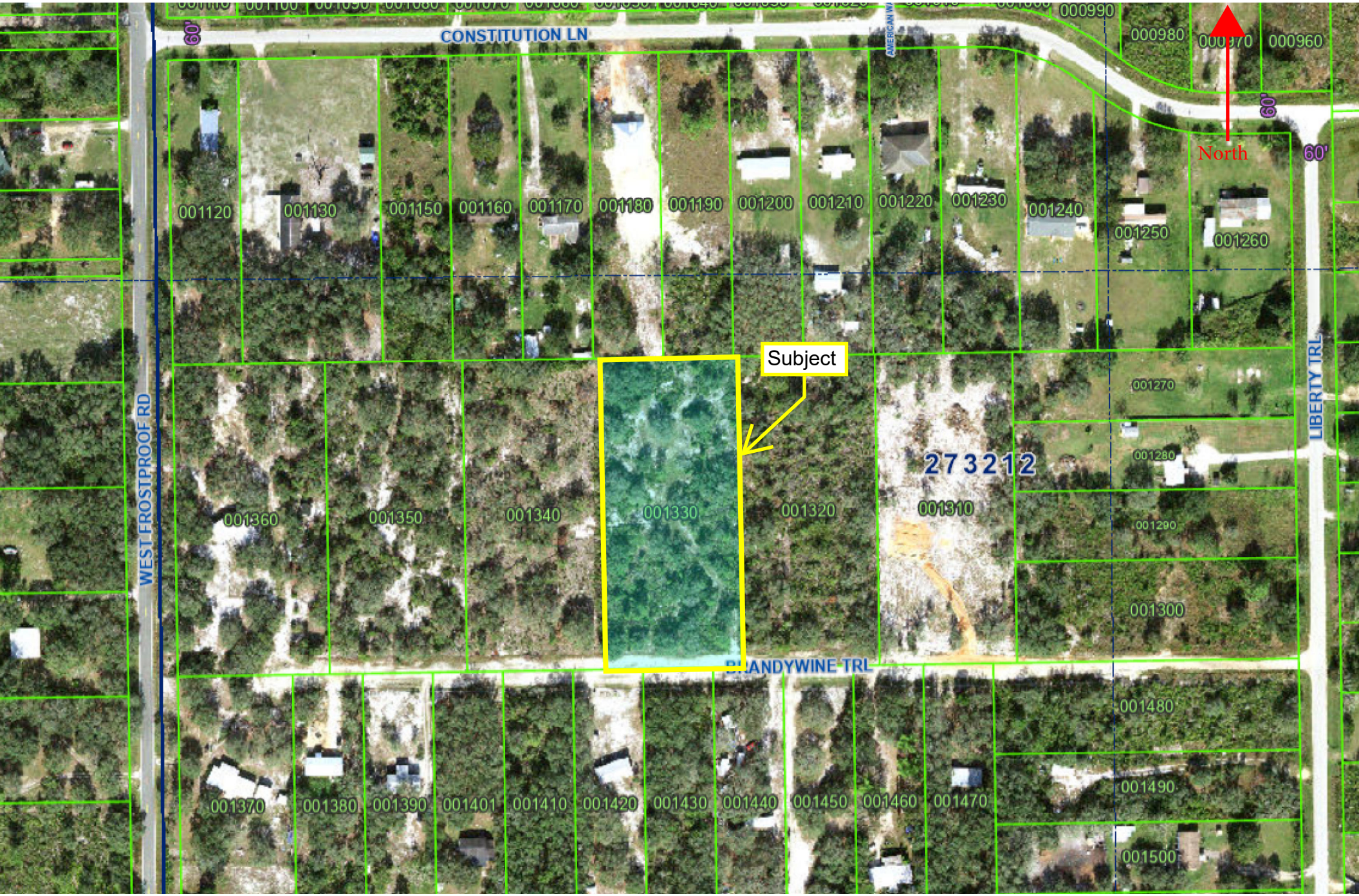
R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 12, Township 32 South, Range 27 East

SECTION 12, TOWNSHIP 32 SOUTH, RANGE 27 EAST





Section 12, Township 32 South, Range 27 East

Tax Deed File Number: 16320 - 2020

Property Identification Number: 12-32-27-932575-001330

DR-506E
R.12/06

INSTR # 2025304619
BK 13828 Pg 1608 PG(s)1
RECORDED 12/31/2025 02:40:11 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES $10.00
RECORDED BY massmeye

Escheatment Tax Deed

STATE OF FLORIDA

COUNTY OF POLK

For Official Purposes Only

R-Tax Deed Dept.

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute.

Now, on this 31st day of December, 2025, the undersigned Clerk conveys to POLK County through its Board of County Commissioners, whose address is:

OAKRIDGE ESTATES PHASE ELEVEN PB 85 PGS 32 & 33 LOT 133

together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in POLK County, Florida:

Witness:

Stacy M. Butterfield (Seal)
Clerk of the Circuit Court or County Comptroller

POLK County, Florida

Alexia Rimpel, 255 N Broadway Ave, Bartow, FL 33830

Trisha Cornaire, 255 N Broadway Ave, Bartow, FL 33830

State of Florida

County of POLK

On this 31st day of December, 2025, before me Monica L. Melchiorre personally appeared Stacy M. Butterfield, Clerk of the Circuit Court or County Comptroller in and for the State and this County who is known to me to be the person described herein, and who executed the foregoing instrument and acknowledged the execution of this instrument to be of his/her own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal on date aforesaid.

Notary Public State of Florida

MONICA L. MELCHIORRE
MY COMMISSION # HH 411191
EXPIRES: June 15, 2027

Agenda Item R.9. 2/3/2026

SUBJECT

Accept Quit Claim Deed for additional right-of-way along Minute Maid Ramp Road 2 as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development adjacent to a County roadway, the County, through its Development Review Process has requested additional right-of-way in order to bring the right-of-way adjacent to the subject site up to current road classification standards. The owner has executed and delivered an instrument to Polk County for the additional right-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing right-of-way to meet current road classification standards.

1. Quit Claim Deed from Publix Super Markets, Inc., for additional right-of-way along Minute Maid Ramp Road 2, in conjunction with a proposed commercial development. The subject right-of-way lies in Section 19, Township 26 South, Range 27 East.

RECOMMENDATION

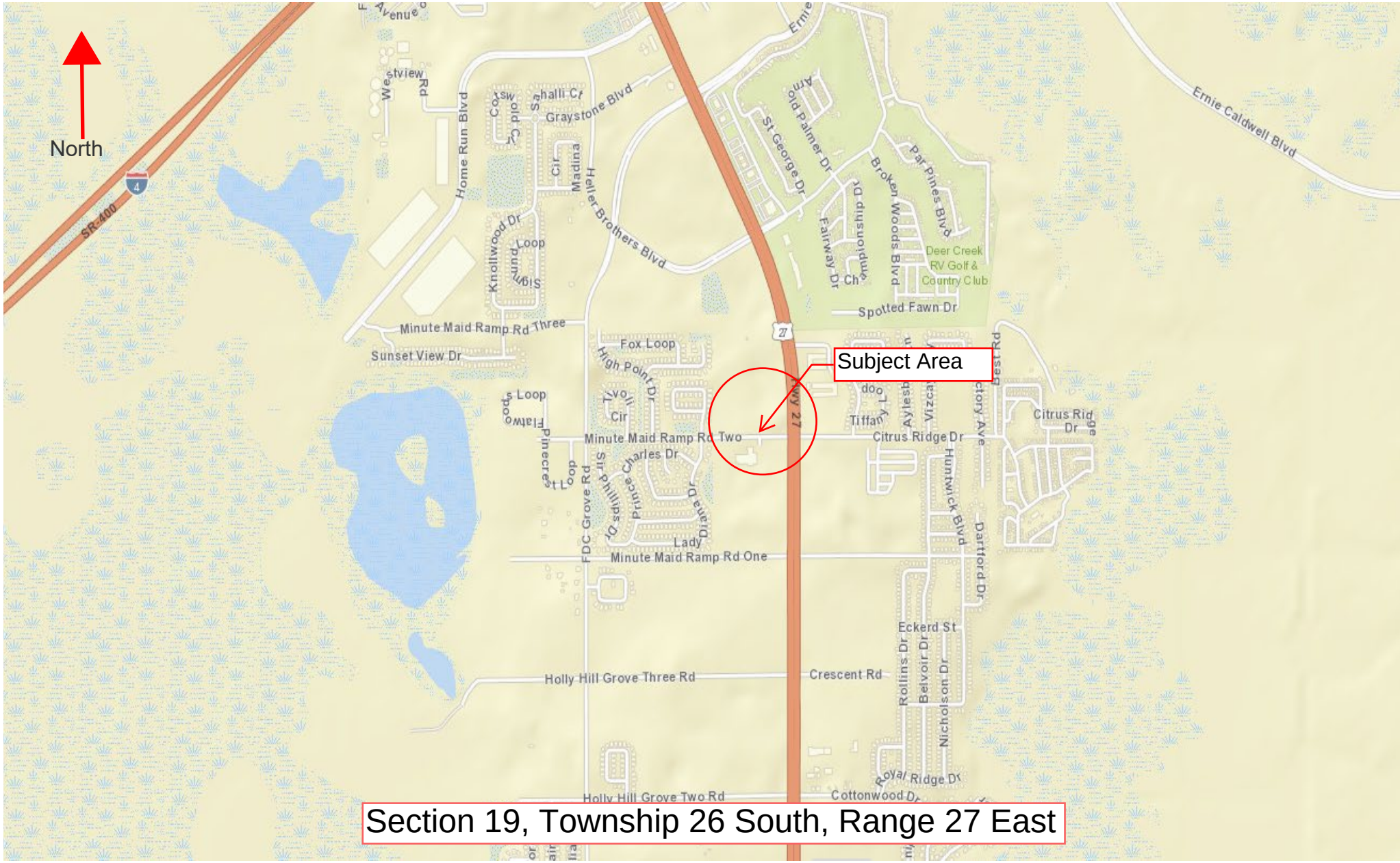
Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

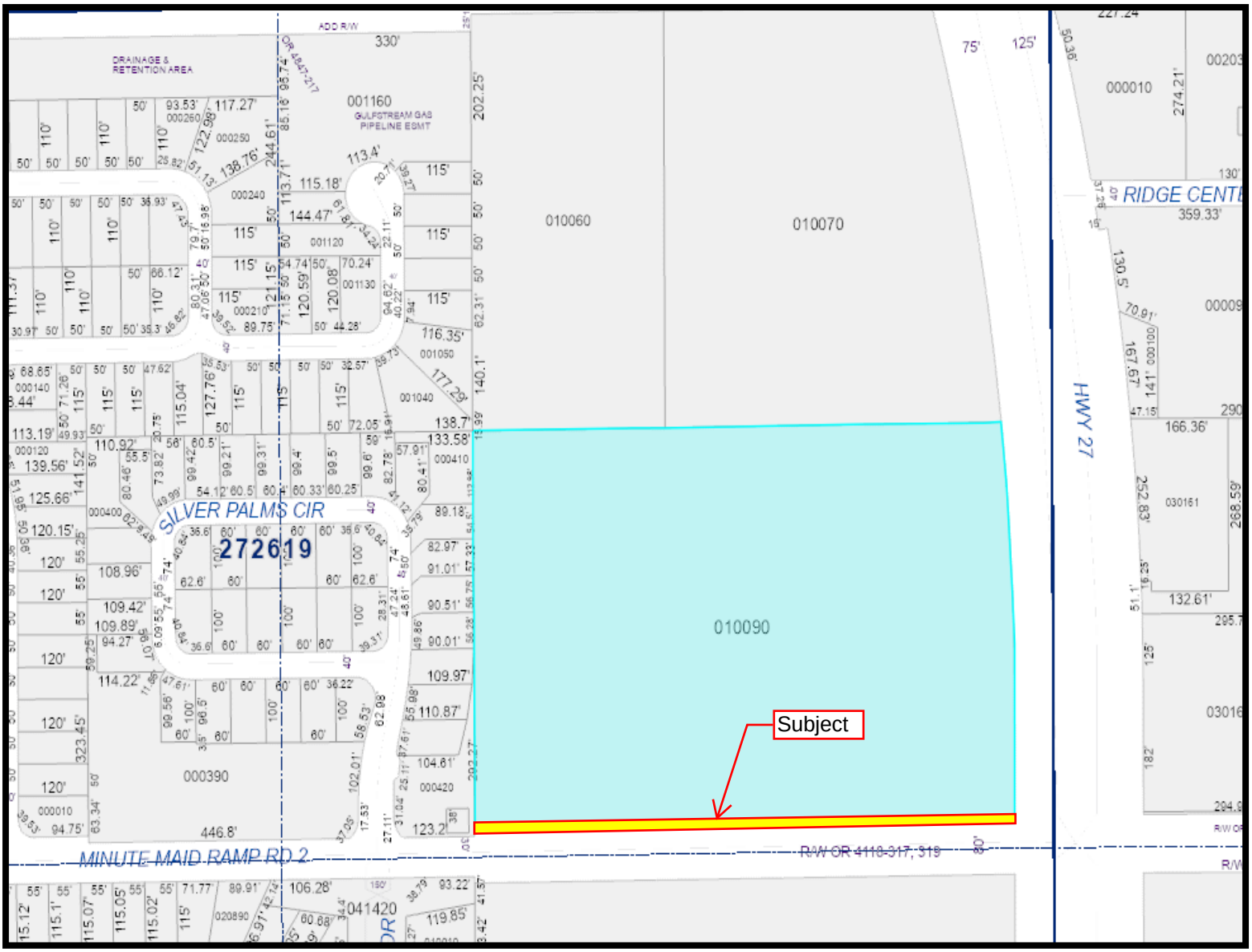
No fiscal impact.

CONTACT INFORMATION

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


North
SR-400
Subject Area
Section 19, Township 26 South, Range 27 East
Minute Maid Ramp Rd Three
Minute Maid Ramp Rd Two
Minute Maid Ramp Rd One
Graystone Blvd
Heller Brothers Blvd
Home Run Blvd
Knollwood Dr
Sunset View Dr
Fox Loop
High Point Dr
Citrus Ridge Dr
Spotted Fawn Dr
Deer Creek RV Golf & Country Club
Holly Hill Grove Three Rd
Holly Hill Grove Two Rd
Crescent Rd
Eckerd St
Huntwick Blvd
Dartford Dr
Ernie Caldwell Blvd
Hwy 27

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 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 – Minute Maid Ramp Road 2
LDRES-2032-79

Parent Parcel ID No.: 272619-704500-010090

QUIT CLAIM DEED

THIS INDENTURE, made this 18th day of November, 2025, between **PUBLIX SUPER MARKETS, INC.,** a Florida corporation, whose address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811, 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

Print Name
3300 Publix Corporate Pkwy, Lakeland FL 33811
Address

Witness #2

Print Name
3300 Publix Corporate Pkwy, Lakeland FL 33811
Address

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

By: _____
Bridgid A. O'Connor,
Vice President ofReal Estate Strategy

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or online notarization, this 18th day of November, 2025, by Bridgid A. O'Connor, as Vice President of Real Estate Strategy of Publix Super Markets, Inc., a Florida corporation, on behalf of the corporation, who is ☑ personally known to me or ☐ has produced as identification.

(AFFIX NOTARY SEAL)

SHELLY SASNETT
Commission # HH 322222
Expires November 5, 2026

Notary Public

Shelly Sasnett
Printed Name of Notary

Commission Number and Expiration Date

0058683\212389\17037982v2

EXHIBIT "A"

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

DESCRIPTION

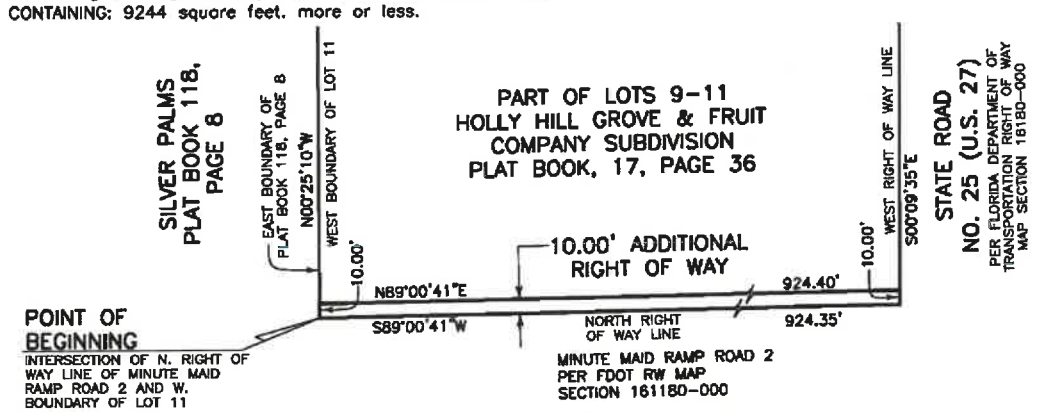
That part of LOTS, 9, 10, AND 11, HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, according to the plat thereof as recorded in Plat Book 17, Page 36 of the Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the intersection of the West boundary of Lot, 11, HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION as recorded in Plat Book 17, Page 36 of the Public Records of Polk County, Florida and the North right of way line of Minute Maid Ramp Road 2 per Florida Department of Transportation Right of way Map Section 161180-000; thence North 00 degrees 25 minutes 10 seconds West 10.00 feet along the West boundary of said LOT 11; thence North 89 degrees 00 minutes 41 seconds East 924.40 feet to a point on the West right of way line of State Road 25 (U.S. 27) per Florida Department of Transportation Right of way Map Section 161180-000; thence South 00 degrees 09 minutes 35 seconds East 10.00 feet along said right of way line to a point on the North right of way lime of the aforesaid Minute Maid Ramp Road 2; thence South 89 degrees 00 minutes 41 seconds West 924.35 feet along said right of way line to the Point of Beginning.
CONTAINING: 9244 square feet, more or less.

NOTES

NOTES:

1. THIS IS NOT A SURVEY
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH RIGHT OF WAY LINE AS BEARING S89°00'41"W, ASSUMED.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAY AND OTHER MATTERS OF RECORD.



I HEREBY CERTIFY: THAT THIS "SKETCH OF DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 F THE FLORIDA STATUTES.

daniel e gentry Digitally signed by daniel e gentry Date: 2025.11.05 12:33:40 -05'00'

DANIEL E GENTRY, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5047
DRAWING INVALID UNLESS SIGNED DATED
& SEALED BY REGISTERED PROFESSIONAL

SCALE: 1" = 100'

SKETCH OF DESCRIPTION
* NOT A SURVEY *

SHEET 1 OF 1

ON POINT SURVEYING, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NO. 8319	ON POINT SURVEYING, INC. 2827 MIDDLETON CIRCLE KISSIMMEE, FLORIDA 34743 407-989-8102 WWW.ON-POINTSURVEYING.COM LICENSE BUSINESS NUMBER 8319	SKETCH OF DESCRIPTION	DATE 11/05/25
		PREPARED FOR AND CERTIFIED TO: SHAGBARK PROPERTIES	JOB NO. S015

Agenda Item R.10. 2/3/2026

SUBJECT

Accept Quit Claim Deed from H.R. Baxter & Sons Enterprises, Inc. for additional right-of-way for the intersection of CR 653 and Old Bartow/Lake Wales Road. (No fiscal impact)

DESCRIPTION

H.R. Baxter & Sons Enterprises, Inc. ("HR") is a sister entity to the developer of a large-scale residential development located to the east of the intersection of Old Bartow/Lake Wales Road and CR 653 in the Winter Haven area. The developer constructed a round-a-bout at the intersection and the entrance to the development in conjunction with an Infrastructure Agreement which was entered into with the County. The roadway improvements have been completed and it was recently discovered that a small triangular shaped parcel located within the intersection is showing as under the ownership of HR. The County contacted HR and requested it convey the small parcel to the County as additional right-of-way for the roadways/intersection. HR agreed to the request and has executed and delivered a Quit Claim Deed to the County for the parcel. Accepting the Quit Claim Deed will give the County the subject parcel as right-of-way for the intersection.

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

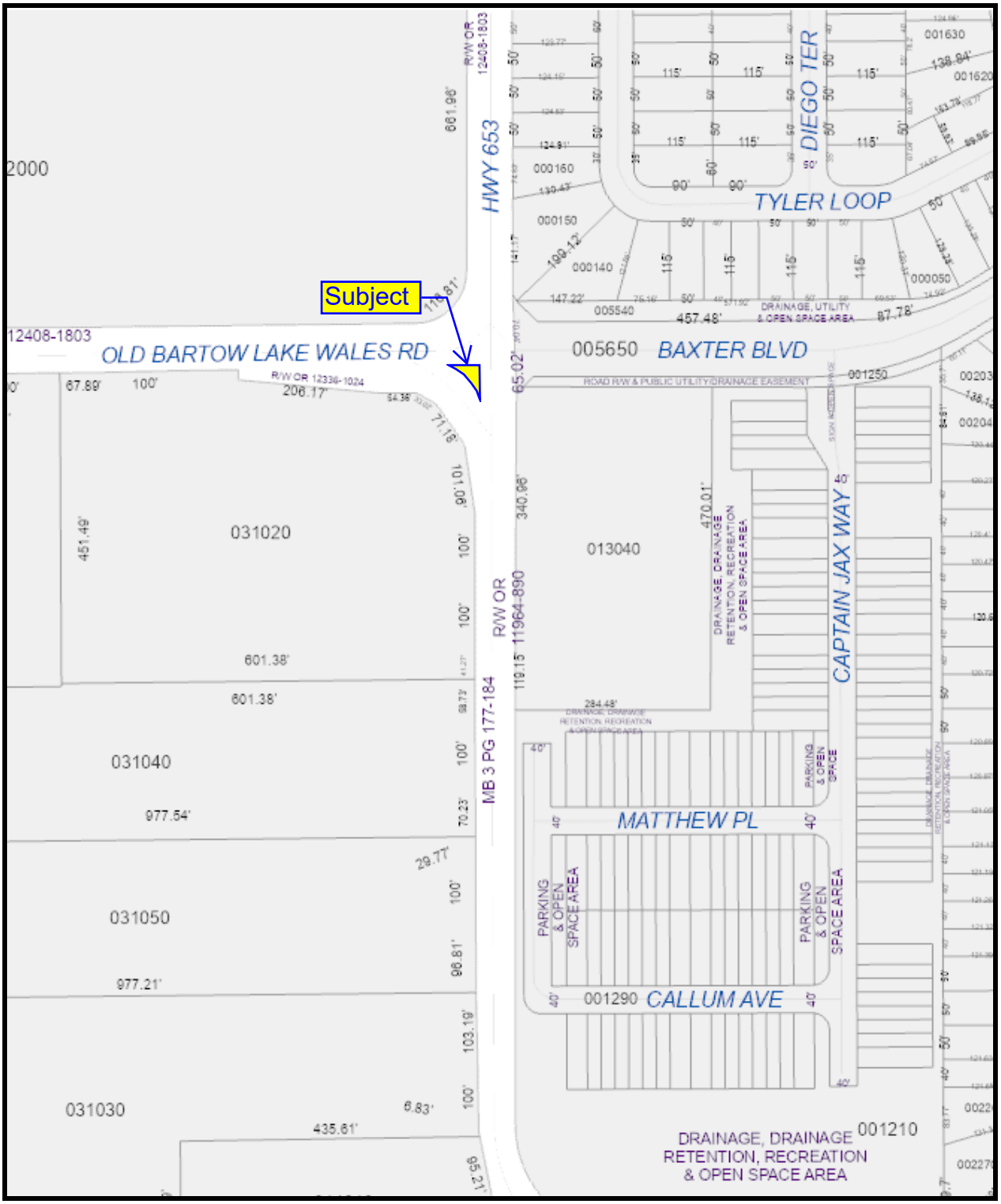
North

Subject Area

Section 36,
Township 29 South,
Range 26 East

Crystal Lake
Lake Hart
Rattlesnake Lake
Lake Myrtle
Cherry Blossom Ln
Pebble Beach Blvd
Dunmore Dr
Sundance Dr
CSX Transportation
Intermodal Dr
Logistics Pkwy
Old Bartow Lake Wales Rd
Old Bartow/Lake Wales Rd
Waters Rd
Old Bartow Rd
W Lake Wales Rd N
W Lake Wales Rd S
Lake Parker
Florida Midland
State Road 60 E
State Road 60 W
Shreck Rd
Strong Rd
Ridge Mall
Hickory Hammock Rd
Hwy 27
Conner Rd
Mountain Lake Cutoff Rd
E Mountain Lake C
Grassy Lake Park
Harding Ave
W Washington Av
N G St
Lake Effie
W Central Ave
S Sharp St
Lake Wales Municipal Airport

SECTION 36, TOWNSHIP 29 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: CR 653 @ Old Bartow/Lake Wales Rd R/W

Parent Parcel ID No.: 262936-000000-031010

QUIT CLAIM DEED

THIS INDENTURE, made this 14 day of January, 2026, between **H.R. BAXTER & SONS ENTERPRISES, INC.,** a Florida corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, 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:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 29 South, Range 26 East, Polk County, Florida lying North and East of highway (Old Bartow/Lake Wales Road).

Being the same property as described in that certain Personal Representative's Deed recorded in O.R. Book 12316, at Pages 1670 and 1671, 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, 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
Cody Hartmaker
Print Name
4900 Dundee Rd
Address Winter Haven, FL 33884

Witness #2
Sean O'Connor
Print Name
4900 Dundee Rd
Address Winter Haven, FL 33884

H.R. BAXTER & SONS ENTERPRISES, INC., a Florida corporation

By: _____
H.R. Baxter, President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of January, 2026, by H.R. Baxter, as President of H.R. Baxter & Sons Enterprises, Inc., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

HALSEY REECE CARSON
Notary Public - State of Florida
Commission # HH 392526
My Comm. Expires Jul 22, 2027
Bonded through National Notary Assn.

Notary Public

Halsey Carson
Printed Name of Notary

HH 392526 7-22-27
Commission Number and Expiration Date

Agenda Item R.11. 2/3/2026

SUBJECT

Approve Agreement between Steven and Melanie Testasecca and Polk County for a utility easement in conjunction with proposed upgrades to Lift Station 31. Also authorize a Release of Easement in conjunction with Agreement. (No fiscal impact)

DESCRIPTION

The County has plans to replace and upgrade an existing lift station known as Lift Station 31 located along Starling Drive in the Pine Lake Subdivision to provide more reliable service to the customers in the area. The existing lift station is located within an easement which was granted to the County in 1977 that measures 15-feet by 25-feet and is situated in the southeast corner of a platted lot which contains a single-family residence. The existing easement is insufficient for the planned improvements and an overall easement area has been identified measuring 27-feet by 30-feet which will accommodate the construction and future maintenance of the upgraded lift station.

County staff contacted the owners of the property, Steven and Melanie Testasecca, to request the additional easement area needed for the planned lift station upgrade. The owners agreed to grant the additional easement in consideration for certain requested improvements on the lift station site and their adjacent property. The owners have executed an Agreement regarding the granting of the easement and the requested improvements to be included in the lift station improvement plans. In an effort to avoid multiple easement documents associated with one lift station site it is proposed that the existing easement be released of record and a new easement granted over the entire area needed for the lift station. Approving the Agreement and authorizing the Release of Easement will give the County the easement needed to move forward with the proposed lift station improvements.

RECOMMENDATION

Request Board approve the above-mentioned Agreement and authorize a Release of Easement all in conjunction with the proposed improvements to Lift Station 31.

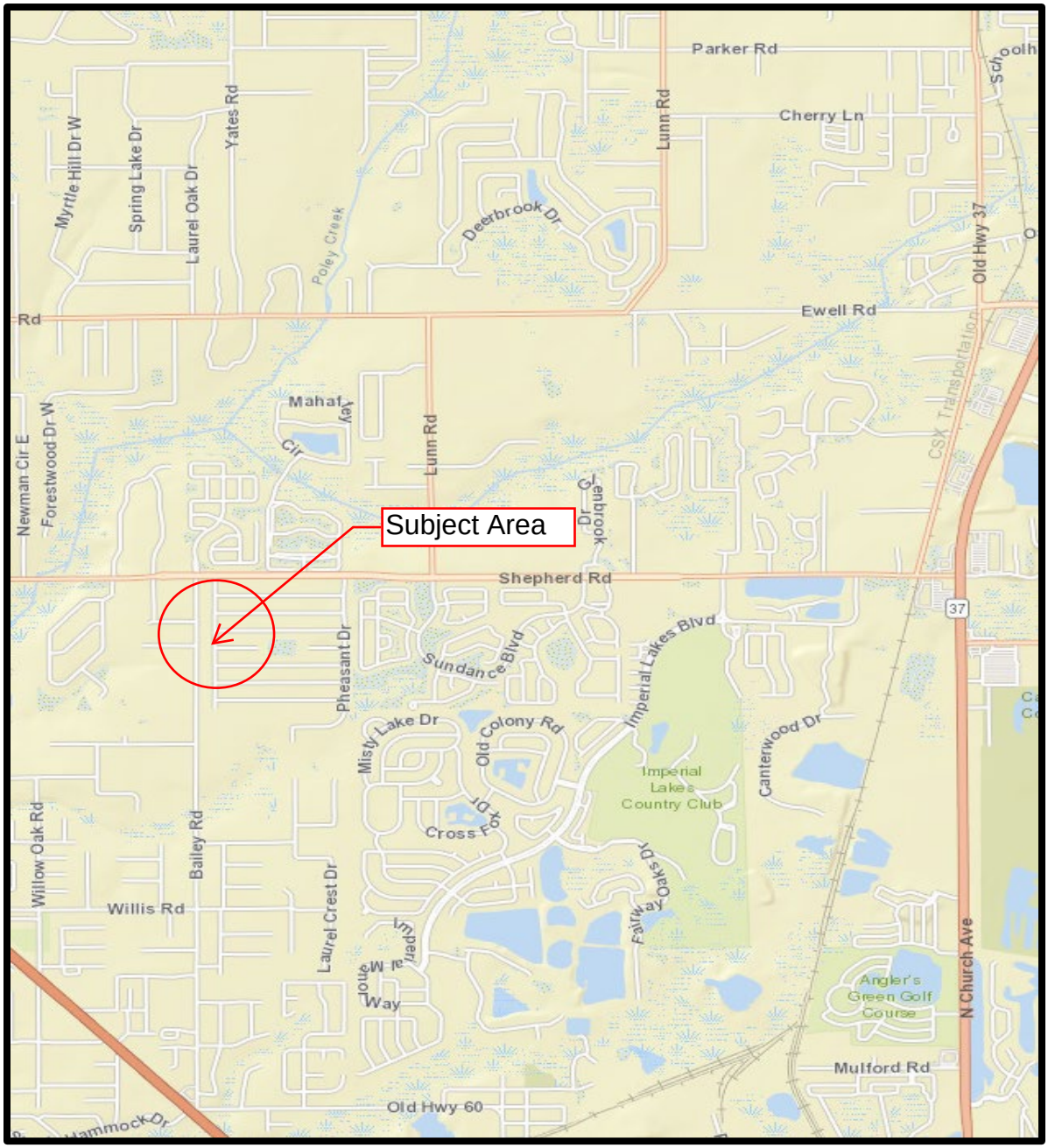
FISCAL IMPACT

No fiscal impact.

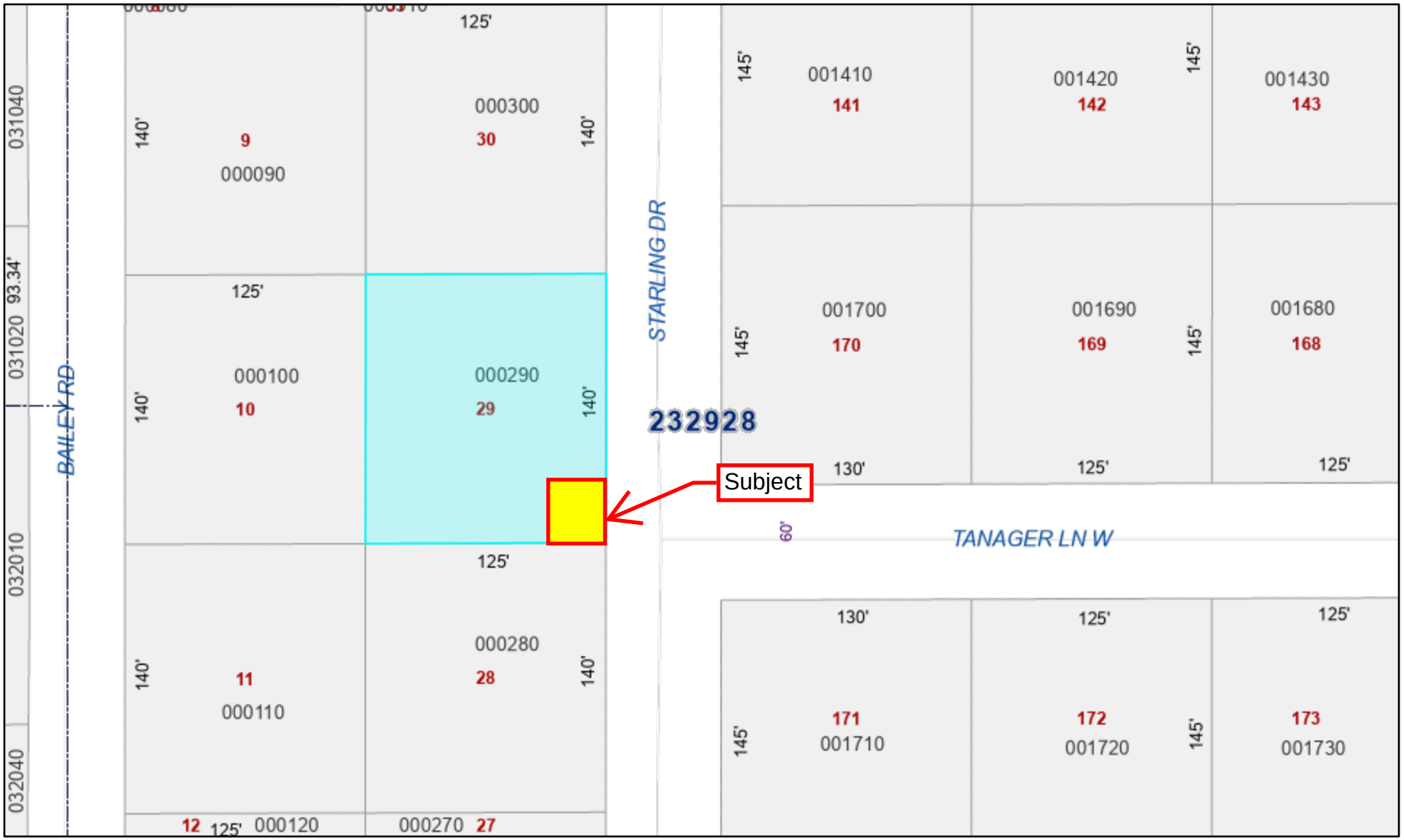
CONTACT INFORMATION

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

SECTION 28, TOWNSHIP 29 SOUTH, RANGE 23 EAST



Section 28, Township 29 South, Range 23 East



0 37.5 75 150 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
January 5, 2026

N W E S

Board of County Commissioners

Parent Parcel I.D. No.: 232928-142050-000290

AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 14 day of January, 2026, by and between **STEVEN M. TESTASECCA and MELANIE MURPHY TESTASECCA, husband and wife,** whose address is 5510 Starling Drive, Mulberry, Florida 33860 ("Owners"), and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005 ("County").

WITNESSETH

WHEREAS, County has a project to replace and upgrade a lift station identified as Lift Station No. 31 currently located within an existing easement in favor of the County at the southeast corner of Parcel ID Number 232928-142050-000290 (the "Project"). The existing easement is insufficient to construct the proposed improvements associated with the Project and an new, larger, easement area has been identified over the Owner's property which is more particularly described in the legal description attached hereto as Exhibit "A" (the "Property").

NOW, THEREFORE, in consideration of the premises it is agreed as follows:

(a) The Owners agree to grant a Utility Easement to the County, at no cost, over the Property. In an effort to avoid multiple easement documents encumbering the Owners' property the County will release the existing Perpetual Easement of record prior to recording the Utility Easement.

(b) The County agrees that, as part of the Project, it will construct a six-foot high, black vinyl coated chain link fence with privacy slats along the perimeter of the Property.

(c) The County agrees that, as part of the Project, it will lengthen the existing culvert, replace the mitered end section to the north of its current location and construct a concrete drive which serve the lift station and will allow the Owners to access their property adjacent to the lift station site from Starling Drive, all as shown on the plan sheet attached hereto as Exhibit "B".

(d) The County agrees to replace, as part of the Project, the existing 4-foot high chain link fencing on the Owners property with 4-foot high black vinyl coated chain link fencing and relocate the existing gate to a point which is north of, and not in conflict with, the lift station site, as approximately depicted on the attached Exhibit "B". The Owners, by this Agreement, hereby grant a right-of-way entry to the County over those portions of the Owners' property as is reasonably necessary to replace the fencing and gate stated in this Section. It is also understood and agreed by the Owners that any existing landscaping located adjacent to said fencing which is damaged or removed will not be replaced by the County.

(e) The Owners agree and expressly acknowledge that the considerations given in accordance with this Agreement are just and full compensation for all property interest and or claims arising from this acquisition and no monies including fees and/or cost are owed by the County to Owners.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

By: _____ 1/14/26
R. Wade Allen, Director
Polk County Real Estate Services
Its Agent

OWNERS:

Steven M. Testasecca

Melanie Murphy Testasecca

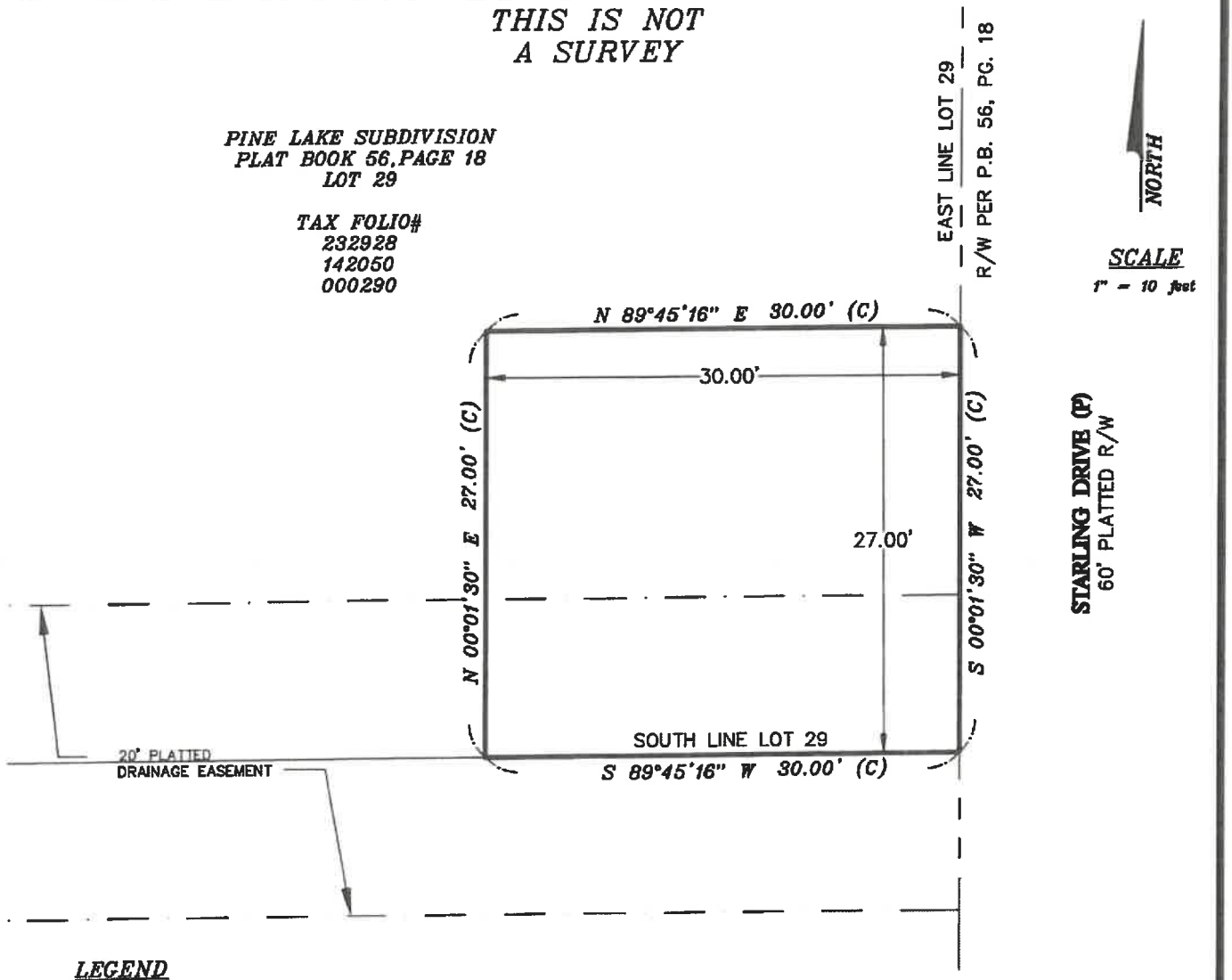
Date approved by the BoCC: _____

EXHIBIT "A"

THIS IS NOT A SURVEY

PINE LAKE SUBDIVISION
PLAT BOOK 56, PAGE 18
LOT 29

TAX FOLIO#
232928
142050
000290



LEGEND

(C)	=	CALCULATED
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.10.14 14:10:33 -04'00'

DATE
10/14/2025

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	RWY	JRN	10/14/25
Parcel Number:	**PREPARED FOR:**		**File Name:**
N/A	REAL ESTATE SERVICES		9328E25-1

POLK COUNTY

EXHIBIT "A"

Project Name: Lift Station 31 – Pine Lake Subd.
Tax Folio Number: 23-29-28-142050-000290

Project Number: 9328E25-1

DESCRIPTION

A parcel of land being a portion of Lot 29, PINE LAKE Subdivision as recorded in Plat Book 56, Page 18, Public Records of Polk County, Florida, lying in Section 28, Township 29 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

The East 30.00 feet of the South 27.00 feet of said Lot 29.

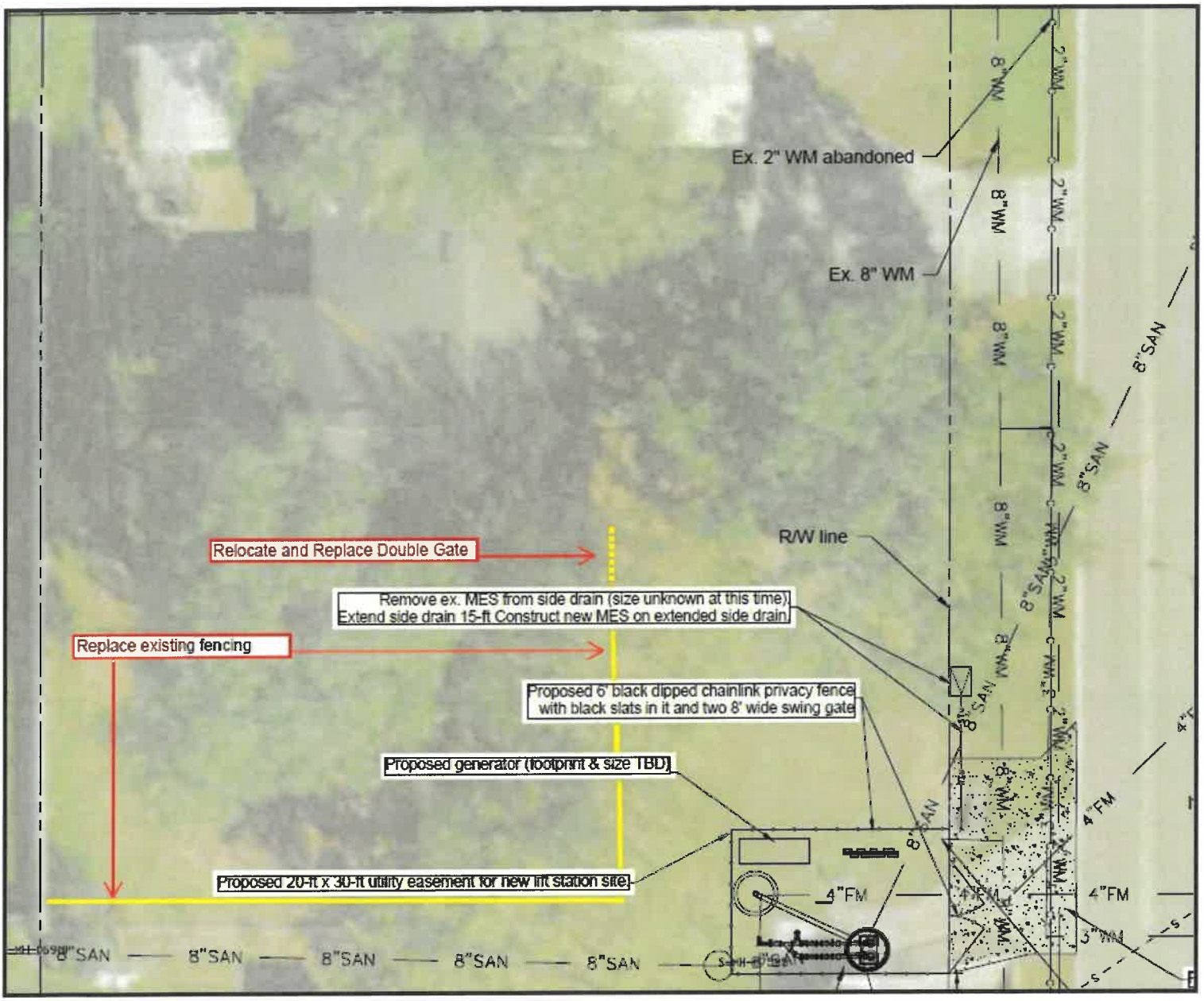
Containing 810 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

EXHIBIT "B"


Ex. 2" WM abandoned
Ex. 8" WM
R/W line
Relocate and Replace Double Gate
Remove ex. MES from side drain (size unknown at this time). Extend side drain 15-ft Construct new MES on extended side drain
Replace existing fencing
Proposed 6' black dipped chainlink privacy fence with black slats in it and two 8' wide swing gate
Proposed generator (footprint & size TBD)
Proposed 20-ft x 30-ft utility easement for new lift station site
8"SAN
8"WM
2"WM
4"FM
3"WM

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

Parent Parcel ID No: 232928-142050-000290

RELEASE OF EASEMENT

THIS RELEASE, made this 3rd day of February, 2026, by **POLK COUNTY**, a political subdivision of the State of Florida ("the County"), whose mailing address is P.O. Box 988, Bartow, Florida 33831-0988.

WITNESSETH:

WHEREAS, on the 4th day of November 1977, David Allan Bailey and his wife, Betty Ann Bailey granted to the County a Perpetual Easement which was recorded in Official Record Book 1781, at Pages 537 through 538; and

WHEREAS, The property was purchased by Steven M. Testasecca and Melanie Murphy Testasecca ("Owner") on July 21, 2023. As the Owner has entered in to a new easement needed to construct and/or maintain utility facilities, the County is no longer in need of the existing easement.

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, the County hereby releases and abandons the Perpetual Easement in its entirety, as recorded in Official Record Book 1781, at Pages 537 through 538. All recording references herein are to the Public Records of Polk County, Florida.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By:_____
Deputy Clerk

(Seal)

GRANTOR:

Polk County, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Agenda Item R.12. 2/3/2026

SUBJECT

Accept Special Warranty Deed from BB Wetlands, LLC for property being donated for wetland preservation and storm water protection. (No fiscal impact)

DESCRIPTION

The owner of three parcels of land, containing a total of approximately 34-acres, contacted the County and offered to donate the properties to the County. The properties are irregularly shaped, contiguous parcels located along, and the north of, Old Bartow/Lake Wales Road to the east of its intersection with CR 653 in the Winter Haven area. The owner is the developer of a residential subdivision adjacent to the parcels and is offering to donate the properties as they are not needed for its surrounding development. The properties contain a portion of the Peace Creek along with wetlands adjacent to and associated therewith. Ownership of the properties would allow for the preservation of the creek, associated wetlands and storm water protection along with the potential to enhance water quality associated with the creek and the lakes to which it outfalls. Accepting the Special Warranty Deed from BB Wetlands, LLC will allow the County to take ownership of the properties to be utilized for wetland preservation and storm water protection purposes.

RECOMMENDATION

Request Board accept the above-mentioned Special Warranty Deed.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

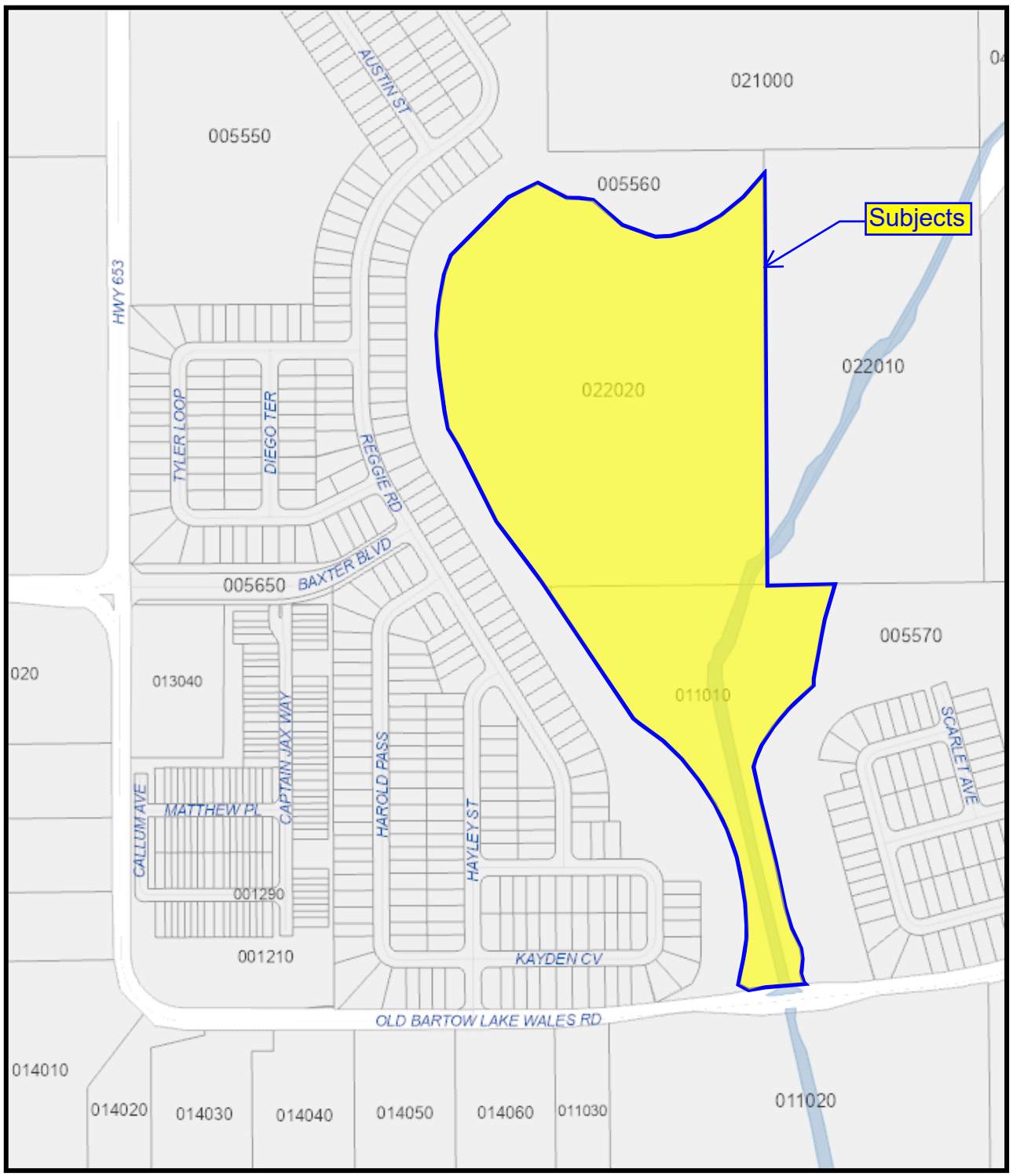
R. Wade Allen, Director
Real Estate Services
863-534-2577

North

Subject Area

Eloise Loop Rd
Thompson Nursery Rd
Cloverdale Rd
Coon Lake Rd
Reeves Lake
Lake Ashton Golf Club
Ashton Club Dr
Terranova Blvd
Crystal Lake
Hart Lake Dr
Lake Hart
Cherry Blossom Ln
Pebble Beach Blvd
Dunmore Dr
Rattlesnake Lake
Lake Myrtle
Sundance Dr
CSX Transportation
Intermodal Dr
Logistics Pkwy
Conservation
Hwy 27
Chalet Suzanne Rd
Eagle Ridge Mall
Hickory Hammock Rd
Lake Starr
S Lake Star
Mountain Lake Golf Course
Mountain Lake
Mountain Lk
Old Bartow-Lake Wales Rd
Old Bartow/Lake Wales Rd
Mountain Lake Cutoff Rd
E Mountain Lake Cutoff Rd
Conner Rd
Waters Rd
Old Bartow Rd
Lake Parker
W Lake Wales Rd N
N Scenic Hwy
Old Scenic Hwy
Grassy Lake Park
Harding Ave
W Washington Ave
N G St
C St
East St
Lake Effie
N 1st St
Crystal Lake Park
Lake Wales
W Central Ave
E Central Ave
N Wales
State Road 60 E
State Road 60 W
60
27
17

SECTIONS 25 & 36, TOWNSHIP 29 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: BB Wetlands

Parent Parcel ID Nos.: 262925-000000-022020 and
262936-000000-011010/013010

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 14 day of January, 2026 between **BB WETLANDS, LLC,** a Florida limited liability company, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, 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 sold to the said Grantee, its successors and assigns forever 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 in fee simple forever; and the said Grantor does hereby fully warrant to the Grantee that the Grantor is lawfully seized of the property and has good right and lawful authority to sell and convey the property; and that the Grantor fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor.

[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
Cody Hatmaker
Print Name
Address: 4900 Dundee Rd
Winter Haven, FL 33884

Witness
Sean O'Connor
Print Name
Address: 4900 Dundee Rd
Winter Haven, FL 33884

BB WETLANDS, LLC, a Florida limited liability company

By: _____
Harold R. Baxter, Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of January, 2026, by Harold R. Baxter, as Manager of BB Wetlands, LLC, a Florida limited liability company on behalf of the company. He is ☐ personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

HALSEY REECE CARSON
Notary Public - State of Florida
Commission # HH 392526
My Comm. Expires Jul 22, 2027
Bonded through National Notary Assn.

HALSEY REECE CARSON
Notary Public - State of Florida
Commission # HH 392526
My Comm. Expires Jul 22, 2027
Bonded through National Notary Assn.

Notary Public

Halsey Carson
Print Name

My Commission Expires: 7-22-27

EXHIBIT "A"
Legal Description of the Property

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°23'53" EAST ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, A DISTANCE OF 205.43 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 14°54'24" WEST A DISTANCE OF 133.53 FEET; THENCE SOUTH 09°36'04" WEST A DISTANCE OF 178.12 FEET; THENCE SOUTH 41°43'49" WEST A DISTANCE OF 128.37 FEET TO A NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = SOUTH 31°46'44" WEST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 12°38'52" EAST A DISTANCE OF 434.02 FEET; THENCE SOUTH 17°26'05" EAST A DISTANCE OF 80.90 FEET; THENCE SOUTH 24°46'49" EAST A DISTANCE OF 63.08 FEET; THENCE SOUTH 07°08'50" EAST A DISTANCE OF 43.87 FEET; THENCE SOUTH 05°18'29" WEST A DISTANCE OF 34.18 FEET; THENCE SOUTH 16°19'58" EAST A DISTANCE OF 34.60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 139.83 FEET; THENCE SOUTH 78°22'56" WEST, AND STILL ALONG THE AFORESAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.23 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 56°52'16" WEST A DISTANCE OF 36.75 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = NORTH 21°55'40" WEST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 32°50'05" WEST A DISTANCE OF 410.68 FEET; THENCE NORTH 36°24'38" WEST A DISTANCE OF 328.48 FEET; THENCE NORTH 26°39'14" WEST A DISTANCE OF 153.45 FEET; THENCE NORTH 29°04'55" WEST A DISTANCE OF 171.82 FEET; THENCE NORTH 07°17'19" WEST A DISTANCE OF 130.22 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = NORTH 03°14'15" EAST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID

CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 44°43'44" EAST A DISTANCE OF 254.58 FEET; THENCE NORTH 64°49'03" EAST A DISTANCE OF 101.47 FEET; THENCE SOUTH 66°17'16" EAST A DISTANCE OF 102.70 FEET; THENCE SOUTH 84°51'47" EAST A DISTANCE OF 74.58 FEET; THENCE SOUTH 49°28'29" EAST A DISTANCE OF 123.71 FEET; THENCE SOUTH 70°24'59" EAST A DISTANCE OF 107.64 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = NORTH 58°04'31" EAST) FOR A DISTANCE OF 401.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY A DISTANCE OF 1270.81 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED LANDS CONTAIN 34.37 ACRES, MORE OR LESS.

Agenda Item R.13. 2/3/2026

SUBJECT

Accept Corrective Polk County Utilities Easement in conjunction with proposed development along Schoolhouse Road as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed residential development, the County, through its Development Review Process, has requested a utility easement for the construction and/or future maintenance of utility facilities adjacent to the development. The development located along the east side of School House Road in the Lakeland area is proposing to make a connection to existing wastewater facilities to the north and east of the development; however, an easement over the adjacent property, owned by SPT WAH Wilmington, LLC, is needed to make the connection. The developer coordinated the granting of a Polk County Utilities Easement from the adjacent owner; however, the easement was inadvertently recorded by the adjacent owner in O.R. Book 13727, at Pages 765 through 767 prior to acceptance by the Board and with an erroneous legal description. Accepting the Corrective Polk County Utilities Easement will give the County the easement needed for the proposed connection to the existing force main in conjunction with the proposed development.

RECOMMENDATION

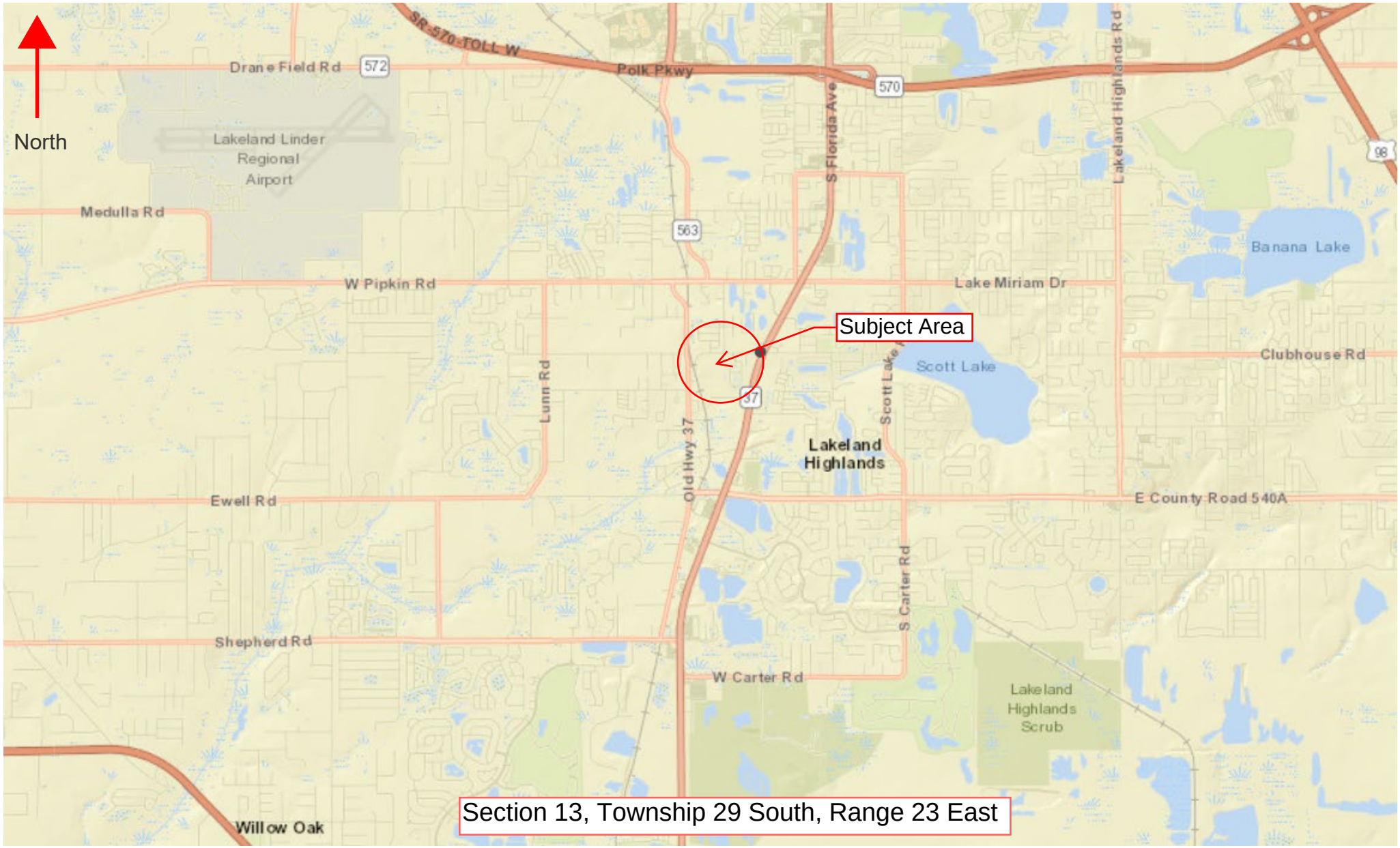
Request Board accept the aforementioned Corrective Polk County Utilities Easement.

FISCAL IMPACT

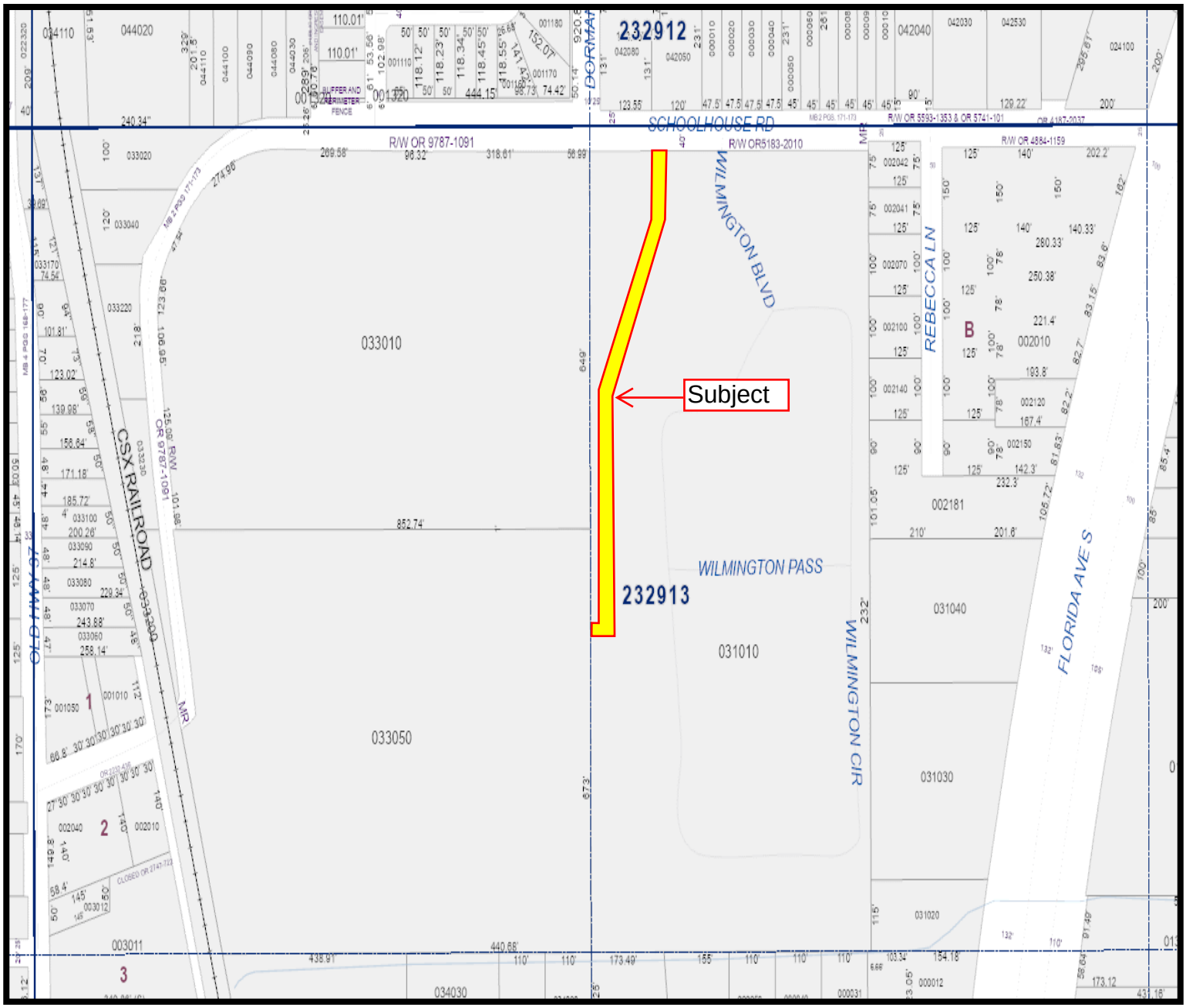
No fiscal impact.

CONTACT INFORMATION

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


North
Drane Field Rd
572
SR 570 TOLL W
Polk Pkwy
570
S Florida Ave
Lakeland Highlands Rd
98
Lakeland Linder Regional Airport
Medulla Rd
563
Banana Lake
W Pipkin Rd
Lake Miriam Dr
Subject Area
Clubhouse Rd
Scott Lake
Lunn Rd
37
Old Hwy 37
Scott Lake Rd
Lakeland Highlands
Ewell Rd
E County Road 540A
S Carter Rd
Shepherd Rd
W Carter Rd
Lakeland Highlands Scrub
Willow Oak
Section 13, Township 29 South, Range 23 East

SECTION 13, TOWNSHIP 29 SOUTH, RANGE 23 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: Schoolhouse Road

Parent Parcel I.D. No.: 232913-000000-031010

CORRECTIVE POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 29th day of December, 2025, between SPT WAH WILMINGTON LLC, a Delaware limited liability company (the GRANTOR), whose address is 2340 Collins Avenue, Suite 700, Miami Beach, Florida 33139, and POLK COUNTY, a political subdivision of the State of Florida (the GRANTEE), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTOR, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE to, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Exhibit "A"

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This grant of easement shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTOR shall have the right to use the property subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved roadways, improved driveways, medians and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTOR.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE.

THIS CORRECTIVE POLK COUNTY UTILITIES EASEMENT IS BEING RECORDED TO CORRRECT THE LEGAL DESCRIPTION WHICH WAS ERRONEOUSLY STATED IN THAT CERTAIN POLK COUNTY UTILITIES EASEMENT RECORDED IN O.R. BOOK 13728, AT PAGES 765 THROUGH 767, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness
Print Name Paul Ahls
Address 400 Galleria Parkway, Suite 1450 Atlanta, GA 30339

Witness
Print Name Carter White
Address 400 Galleria Parkway, Suite 1450 Atlanta, GA 30339

SPT WAH WIMINGTON LLC,
a Delaware limited liability company

By: SPT WAH HOLDINGS LLC, a Delaware limited liability company, its Managing Member

By: _____
Hays Meyer, Vice-President

STATE OF GEORGIA

COUNTY OF COBB

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29 day of December, 2025, by Hays Meyer, as Vice-President of SPT WAH Holdings LLC, a Delaware limited liability company as Managing Member of SPT WAH Wilmington LLC, a Delaware limited liability company, on behalf of said company, who is x personally known to me or who has produced _____ as identification.

_____
Notary Public

(Seal)

Mellany Williamson
NOTARY PUBLIC
COBB COUNTY, GEORGIA
My Commission Expires 03/18/2028

Mellany Williamson
Printed Name of Notary

Commission No. _____
My commission expires March 18, 2028

DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNHSIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13 AND RUN THENCE ALONG THE WEST LINE THEREOF, S00°14'19"E A DISTANCE OF 39.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOLHOUSE ROAD PER OFFICIAL RECORD BOOK 5183, PAGE 2010, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N89°53'30"E A DISTANCE OF 112.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N89°53'30"E A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S00°06'30"E A DISTANCE OF 106.27 FEET; THENCE S23°53'21"W A DISTANCE OF 248.84 FEET; THENCE S03°58'52"E A DISTANCE OF 146.81 FEET; THENCE S00°14'19"E A DISTANCE OF 159.95 FEET; THENCE S89°53'24"W A DISTANCE OF 40.00 FEET TO SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; RUN THENCE ALONG SAID WEST LINE, N00°14'19"W A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°53'24"E A DISTANCE OF 20.00 FEET; THENCE N00°14'19"W A DISTANCE OF 139.23 FEET; THENCE N04°14'01"W A DISTANCE OF 149.89 FEET; THENCE N23°53'21"E A DISTANCE OF 250.97 FEET; THENCE N00°06'30"W A DISTANCE OF 102.02 FEET TO THE POINT OF BEGINNING.

NOTE:

BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83, 2011 ADJUSTMENT, GRID BEARING.

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.12.11 16:07:19 -05'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369

BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 6437, LAKELAND, FL 33807
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

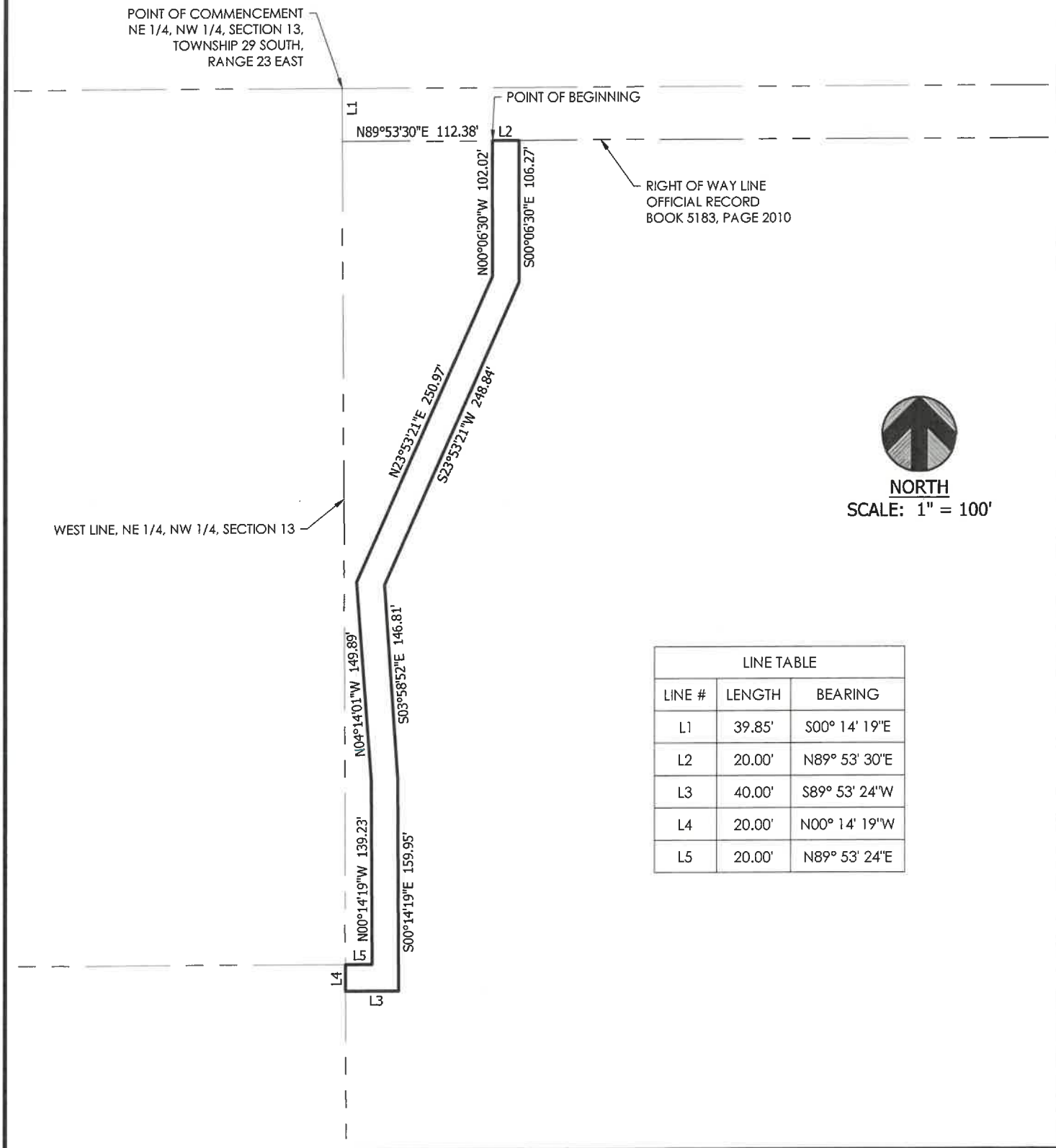
SCHOOLHOUSE ROAD
Section 13, Township 29 S, Range 23 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 1 OF 2

DRAWING: #####

JOB #11503

Exhibit "A" - Sheet 2 of 2



LINE TABLE		
LINE #	LENGTH	BEARING
L1	39.85'	S00° 14' 19"E
L2	20.00'	N89° 53' 30"E
L3	40.00'	S89° 53' 24"W
L4	20.00'	N00° 14' 19"W
L5	20.00'	N89° 53' 24"E

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.12.11 16:06:51 -05'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369

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OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SCHOOLHOUSE ROAD
Section 13, Township 29 S, Range 23 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 2 OF 2

DRAWING: #####

JOB #11503

Polk County

Board of County Commissioners

Agenda Item R.14. 2/3/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-094-06 with Patel, Greene & Associates, LLC., (Consultant) for engineering services for the design of the replacement for the traffic signal at Avenue G and 42nd St. ($176,782.41)

DESCRIPTION

The proposed CSA will completely redesign the signalization of this intersection. The traffic signal at the intersection of Avenue G and 42nd St. is at the end of its lifespan and is in need to be updated with new technology. This technology is primarily related to the control cabinet and detection system which needs to be completely updated. Additionally, the strain poles are wood and need to be replaced. The scope of these design services will also address the proximity to the railroad tracks, which the current technology in place cannot address as it relates to synchronization. The design will also include the addition of lighting and evaluating if any road improvements are needed.

This CSA will provide professional engineering services to perform signal design, roadway and drainage plans, and a traffic control plan. County staff has negotiated a CSA with the Consultant to provide professional engineering services for this project. The Consultant is to perform these services at a total not-to-exceed fee of $176,782.41 and will be completed as detailed in “Exhibit A”.

RECOMMENDATION

Request the Board approve CSA No. 22-094-06 with the Consultant at a not-to-exceed fee of $176,782.41 for the Avenue G and 42nd St. project.

FISCAL IMPACT

Funds are budgeted and available in the County Transportation Trust Fund within the Roads and Drainage 5-Year CIP.

CONTACT INFORMATION

Preston Warwick, E.I.T.
Project Management
Roads & Drainage Division
(863) 535-2230

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

Select Agenda Date: **February 3, 2026**

Select a Category: Contract

Select a Division: Roads & Drainage Division

Select a Workflow: **Trans. Through Proc No Fiscal Impact (Trans)**

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-094-06 with Patel, Greene & Associates, LLC., (Consultant) for engineering services for the design of the replacement for the traffic signal at Ave G and 42nd Ave. ($176,782.41)

DESCRIPTION

The traffic signal at the intersection of Ave G and 42nd Ave is at the end of its lifespan.

This CSA will provide professional engineering services to perform signal design, roadway and drainage plans, and a traffic control plan. County staff has negotiated a CSA with the Consultant to provide professional engineering services for this Project. The Consultant is to perform these services at a total not-to-exceed fee of $176,782.41 and will be completed as detailed in "Exhibit A".

RECOMMENDATION

Request the Board approve CSA No. 22-094-06 with the Consultant at not-to-exceed fee of $176,782.41 for the Ave G and 42nd Ave project.

FISCAL IMPACT

Funds are budgeted and available in the County Transportation Trust.

CONTACT INFORMATION

Preston Warwick, E.I.T.
Project Management
Roads & Drainage Division
(863) 535-2230

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #:22-094-06 _____ (Assigned by Procurement)

To be completed by the requesting Division:

Date: 12/29/2025 Division: Roads and Drainage

Project Manager's Name: Preston Warwick Phone #: 863-535-2230

Project Name: Ave G and 42nd Ave

Total Project Budget: $1,176,782.41 Project #5400261

Estimate of Construction Cost:$1,000,000

Proposed Consultant: Patel, Green & Associates LLC Fee: $ 176,782.41

Master Consultant Agreement # 22-094

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 12/30/25
Division Director/Designee

Procurement Division

Date Received: 1/5/26 Date Reviewed by Analyst: 1/5/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 1/5/26 Date Reviewed: 1/8/26

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: 6/28/24(KB)

Consultant Services Authorization

Firm	Patel, Greene, & Associates, Inc.
Master Agreement No.	22-094
CSA No.	22-094-06
Project Name	Ave G and 42nd St Intersection
Project Description	Intersection Improvement Project
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	Completion of design
Compensation	Total Cost Not to Exceed: $ 176,782.41
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0 Per Day
Budget Source/Availability	10104.540541095.5666000.5400261

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
Noah Valenstein 1/8/26
County Attorney's Office Date

Attest:

Rosa Leitz
Corporate Secretary

SEAL

Date: 12/22/25

Patel, Greene, & Associates, Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer

GORDON M. GREENE EVP
[Printed Name and Title]

Date: 12/22/25

Rev: 8/18/15

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Preston Warwick 863-535-2230 (Name and Phone Number) DATE: 12/29/25

RETURN TO: Preston Warwick DIVISION: Roads and Drainage TR02

BOARD AGENDA DATE: ___ COUNTY MANAGER ITEM: ☑

PROJECT: Ave G and 42nd Ave

CSA/CONTRACT NUMBER: 22-094-06

MODIFICATION NUMBER: ___ CHANGE ORDER NUMBER: ___

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Patel, Greene, & Associates LLC

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: This is for CSA for the design for the replacement of the traffic signal already existing at the intersection of Ave G and 42nd Ave.

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:

JAN 05 2026

Assigned Staff: Noah Log-In Date: ___

CAO Project Number: 2026-9 Log-Out Date: 1/8/26

Exhibit "A"
Scope of Services
42nd Street NW at Avenue G NW
Signal Replacement
CSA NO. 2022-094-06
12/15/2025

INTENT: Patel, Greene & Associates, LLC (CONSULTANT) will provide professional services to Polk County Roads and Drainage Division (COUNTY) to prepare Contract Documents for the construction of the 42nd Street NW at Avenue G NW signal replacement. The CONSULTANT shall perform all design services necessary for the proposed improvements. The proposed improvements will consist of replacing the existing signal span support structure and all other associated signal-related equipment, fiber interconnect and lighting improvements. All improvements will be constructed within the existing right-of-way. Elements of work shall include Signalization and Structures Plans, Lighting Plans, Temporary Traffic Control Plans, Construction Quantity Estimates, Construction Cost Estimates, Survey, SUE, Geotech, Utility Services, & Special Provisions.

I. PLAN ASSEMBLY & DESIGN

Prepare the plan assembly in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, along with any special instructions given by the COUNTY's project manager.

- **Signalization & Lighting**
  Scope for signal design includes:

  Removal items:
  A. Removal of all existing above ground signal infrastructure

  Proposed items:
  A. Signal support structure (span configuration, dual point, concrete strain poles)
  B. Signal head assemblies with backplates and retroreflective borders
  C. Controller / cabinet and all associated equipment
  D. Development of signal timings
  E. Power service
  F. Reconnection of RXR preemption
  G. Vehicle detection (MioVision)
  H. Fiber interconnect / communications
  I. CCTV camera
  J. Internally illuminated street name signs

  Scope for lighting design includes:
  A. Luminaires (1 per radial return)
  B. LDAR development
  C. Photometric analysis and calculations
  D. Voltage calculations

  The CONSULTANT shall prepare signalization plan sheets, lighting plan sheets, notes, details, and estimated quantities report. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

The plans shall include:

A. Key Sheet
B. Signature Sheet
C. General Notes
D. Pay Item Notes
E. Pole Data Tables
F. Signalization Plan Sheets
G. Interconnect Plan Sheets
H. Lighting Plan Sheets
I. Splicing Diagram
J. Guide Sign Worksheet
K. Strain Pole Details
L. Signal Pole Data Tables

Signalization, lighting, and structures design reports shall accompany the submittals for review.

- **Roadway and Drainage**
  The CONSULTANT shall prepare roadway plan sheets, drainage plan sheets, utility adjustment sheets, notes, details, estimated quantities report. All necessary roadway and drainage plan sheets will be included in the signalization plans set. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

  plans shall include:

  A. Project Controls
  B. General Notes
  C. Roadway & Drainage Plan Sheets
  D. Special Details
  E. Utility Adjustment Sheets

  Drainage design reports shall accompany the plans submittal for review.

- **Traffic Control Plan.**
  The CONSULTANT shall analyze and provide for Maintenance of Traffic during construction, including, as necessary:

  A. Reduced scale plan view showing individual sign details.
  B. Reference Index for Traffic Control Plan(s) and display advance warning signs on Traffic Control Plan Sheet(s).
  C. Lane Closure Restrictions.
  D. Phasing Notes and typical sections (if applicable).
  E. Coordination with CFX

II. DESIGN CRITERIA

CONSULTANT shall prepare the design, construction plans, and specifications in accordance with the latest editions of the following: FDOT Design Manual (FDM); A Policy on Geometric Design of Highways and Streets, AASHTO; Manual of Uniform Traffic Control Devices for Streets and Highways, USDOT/FHWA; State of Florida Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations on the State Maintained Systems, FDOT; Standard Plans for Road and Bridge Construction, FDOT; and Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook), FDOT. The design plans and specifications shall be prepared in English design units.

III. ESTIMATED QUANTITIES & COST ESTIMATE

Estimated construction quantities will be calculated and included in the Estimated Quantities Report. This report will be included with the 90% and Final plans submittals. An estimate of probable construction cost will be prepared and included with all plans submittals.

IV. ESTIMATED CONSTRUCTION DURATION

The CONSULTANT will develop a construction duration estimate based on the proposed improvements. This estimate shall be included with the Final plans submittals.

V. ENVIRONMENTAL PERMITTING – N/A

VI. SURVEY (BY COUNTY)

Survey services shall be provided by the COUNTY.

VII. UTILITY SERVICES

1. Utility Adjustment Plans (by CONSULTANT- PGA)

- The CONSULTANT shall prepare Utility Adjustment Plans utilizing the roadway base mapping and input from the involved utility companies.
- The CONSULTANT shall provide a letter on company letterhead with the final design submittal stating that all know utility conflicts have been cleared. If not cleared, list the utilities and the reasons why.
- All signed Utility Work Schedules (UWS), letters of no involvement, letters of no conflict, Sunshine 811 utility design ticket, and all UAO correspondence during the design phase shall be provided with the final submittal.
- Work shall be in accordance with the FDOT's Utility Manual, Standard Specifications, FDOT Utility Accommodation Manual 2004, current memorandums, FDOT Florida Design Manual (FDM), and instructions as issued by the COUNTY to the CONSULTANT.

2. Utility Coordination (by CONSULTANT-CivilSurv)

- Utility Coordination Services will provide the locations and markups per the utility providers within the corridor at 60%, 90%, and Final Design.

3. Subsurface Utility Engineering (SUE) (by CONSULTANT-CivilSurv)

- The CONSULTANT will provide Level B designates utilizing GPR and other electronic detection equipment for the four quadrants of the intersection
- The CONSULTANT will provide up to 40 Level A SUE locates using non-destructive methods. Level A Locates will be performed at the areas determined by the EOR.
- The Survey CADD files shall be provided by the COUNTY for the CONSULTANT to verify the SUE efforts utilize the same horizontal and vertical datums.
- The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statues.

VIII. GEOTECHNICAL INVESTIGATION (by COUNSULTANT-TestLab)

The CONSULTANT shall provide a geotechnical investigation and laboratory testing for the proposed signal in general accordance with FDOT guidelines.

1. Field Investigation -Structures

The work shall include the following:

1. Complete four (4) Standard Penetration Test (SPT) borings for the proposed signal pole locations to a depth of 40 feet each.

2. Soil Samples will be classified and stratified in accordance with USCS soil classification system. Soil samples for laboratory soil testing will be tested in general accordance with ASTM test methods.
3. Establish Equivalent Single Layer parameters for the strain pole locations.

2. Laboratory Testing

All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by the latest directives. Laboratory testing will include the following as required by the needs of the project.

Organic Content
Moisture Content
Atterberg Limits
Minus 200 wash

3. Geotechnical Report(s)

The final report shall include:

1. Complete four (4) Standard Penetration Test (SPT) borings for the proposed mast arm locations to a depth of 40 feet each.
2. Soil Samples will be classified and stratified in accordance with USCS soil classification system. Soil samples for laboratory soil testing will be tested in general accordance with ASTM test methods.
3. Establish Equivalent Single Layer parameters for the strain pole locations.

IX. SPECIFICATIONS

The CONSULTANT shall prepare Technical Special Provisions as required by the design which shall include Specifications covering any special construction methods that may be required. The COUNTY shall furnish a sample specification as a guide in preparing the special provisions. These Special Provisions shall be prepared in the complimentary format as the FDOT Standard Specifications.

X. BIDDING PHASE SERVICES

The CONSULTANT will assist the COUNTY with the preparation of all necessary bid documents as detailed above. This includes Signed and Sealed Construction Plans, Technical Specifications Package, Special Conditions, Copies of All Permits, Bid Tab Sheets, Final Engineer's Estimate, and a Construction Time Estimate.

The CONSULTANT will assist with bid addenda responses to questions and concerns that are submitted through the COUNTY'S Procurement Office during the bidding process.

XI. POST DESIGN SERVICES

At the COUNTY's option, the CONSULTANT may be requested to provide other additional project related services by Change Order to this agreement. Fees for these additional services shall be negotiated for a fair, competitive, and reasonable cost, considering the scope and complexity of the work. Optional Services that may be requested include but are not limited to out-of-scope work and post design services.

XII. PROGRESS MEETINGS

Project progress shall be discussed during progress meetings held with the COUNTY's Project Manager monthly from the commencement of engineering services through the completion of the Final Plans. Up to six (6) such progress meetings are anticipated.

XIII. PRELIMINARY PLANS SUBMITTAL

Preliminary design plans shall be submitted to the COUNTY for review and comment. Digital copies of the plans shall be provided to the COUNTY for review and comment at the 60% and 90% phases of completion. Responses to comments shall be provided by the CONSULTANT with 60% and 90% submittals. Each submittal will be reviewed at the subsequent monthly progress meeting.

XIV. FINAL PLANS SUBMITTAL

The final plans submittal shall include digital copies of the plans, special provisions, and specifications for bidding purposes.

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

XV. AMERICANS WITH DISABILITIES ACT

All pedestrian features included in this task authorization shall be designed to meet current ADA requirements.

XVI. CONTRACT MAINTENANCE

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

XVII. QUALITY CONTROL

- **Quality Assurance Reviews**
  The CONSULTANT shall conduct quality assurance reviews of the work products called for in this Scope of Services to ensure they are in compliance with the requirements cited in the Scope of Services. Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes and procedures included in the execution of this contract.

- **Quality Assurance Records**
  The CONSULTANT shall maintain adequate records for the quality assurance actions performed by his organization (including subcontractors and vendors), in providing services and products under this contract.

XVIII. PROJECT SCHEDULE / COMPENSATION

The CONSULTANT shall complete design services within twelve (12) months from receiving the signed Notice to Proceed. This schedule is subject to the timely delivery of information to be provided by the COUNTY. If the COUNTY requests that work under this Contract be stopped, the schedule is subject to re-negotiation when written authorization to restart is received. The CONSULTANT shall provide a milestone project schedule within two weeks of receiving NTP.

XIX. PROJECT FEE

This project is a limiting amount contract and shall not exceed the cost of **$176,782.41.**

ESTIMATE OF WORK EFFORT AND COST - PGA (Prime Consultant)

Name of Project: 42nd St NW at Avenue G NW
County: Polk
FPN: N/A
FAP No.: N/A

Consultant Name: PGA / CivilSurv / Testlab
Consultant No.: N/A
Date: 12/15/2025
Estimator: Jonathan Jones

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 2	Chief Engineer 1	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Senior Engineering Technician	Secretary/Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$210.72	$244.31	$219.11	$204.61	$151.17	$109.18	$146.59	$96.20	$67.18	$0.00	$0.00	$0.00			
3. Project Common and Project General Tasks	120	72	0	12	18	12	0	0	0	6	0	0	0	120	$23,701	$197.51
4. Roadway Analysis	87	9	9	9	22	22	8	8	0	0	0	0	0	87	$15,941	$183.23
5. Roadway Plans	48	0	5	2	10	12	7	7	5	0	0	0	0	48	$7,791	$162.32
6a. Drainage Analysis	49	5	7	5	12	10	5	5	0	0	0	0	0	49	$9,105	$185.82
6b. Drainage Plans	12	0	1	1	2	3	2	2	1	0	0	0	0	12	$1,934	$161.16
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	22	2	2	2	6	6	2	2	0	0	0	0	0	22	$3,995	$181.57
18. Structures - Miscellaneous	54	5	5	5	14	14	6	5	0	0	0	0	0	54	$9,740	$180.36
21. Signalization Analysis	143	14	14	14	36	36	14	15	0	0	0	0	0	143	$25,973	$181.63
22. Signalization Plans	60	0	6	3	12	15	9	9	6	0	0	0	0	60	$9,725	$162.09
23. Lighting Analysis	80	8	8	8	20	20	8	8	0	0	0	0	0	80	$14,555	$181.94
24. Lighting Plans	16	0	2	1	3	4	2	2	2	0	0	0	0	16	$2,630	$164.39
Total Staff Hours	691	115	59	62	155	154	63	63	14	6	0	0	0	691		
Total Staff Cost		$24,232.80	$14,414.29	$13,584.82	$31,714.55	$23,280.18	$6,878.34	$9,235.17	$1,346.80	$403.08	$0.00	$0.00	$0.00		$125,090.03	$181.03

Check = $125,090.03

SALARY RELATED COSTS:					$125,090.03
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)		4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$125,090.03**
Subconsultant: CivilSurv					$38,880.00
Subconsultant: TestLab					$13,012.38
SUBTOTAL ESTIMATED FEE:					**$176,782.41**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$176,782.41**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$176,782.41**

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Patel, Greene, and Associates, LLC

Exhibit B

PGA Schedule of Rates

Classification	Range of Direct Labor Rates	Range of Hourly Billing Rates
CEI Senior Project Engineer	$73.08	$223.17
Chief Designer	$37.00 - $59.00	$112.99 - $180.18
Chief Engineer 1	$72.00 - $88.00	$219.88 - $268.74
Chief Engineer 2	$77.00 - $87.00	$235.14 - $265.68
Chief Scientist	$57.00	$174.07
Community Outreach Specialist	$20.25 - $47.00	$61.84 - $143.53
Contract Coordinator	$35.10 - $55.50	$107.19 - $169.49
Engineer 1	$45.00 - $54.00	$137.42 - $164.91
Engineer 2	$54.00 - $80.00	$164.91 - $244.31
Engineering Intern	$31.00 - $40.50	$94.67 - $123.68
Engineering Technician	$24.00 - $33.00	$73.29 - $100.78
Environmental Specialist	$27.50	$83.98
Graphic Designer	$29.75	$90.85
Landscape Designer	$31.25	$95.43
Planner	$37.50	$114.52
Project Manager 2	$52.00 - $86.00	$158.80 - $262.63
Project Manager 3	$83.37	$254.60
Secretary/Clerical	$22.00	$67.18
Senior Engineer 1	$61.50 - $82.00	$187.81 - $250.41
Senior Engineering Technician	$27.00 - $36.00	$82.45 - $109.94
Senior Environmental Specialist	$47.00	$143.53
Senior Landscape Architect	$54.00	$164.91
Senior Planner	$63.00	$192.39
Technician Aid	$15.00 - $20.00	$45.81 - $61.08

215 East Main Street
Bartow, Florida 33830
Office: 863-533-7317
www.patelgreene.com

Patel, Greene, and Associates, LLC

PGA Labor Multiplier Calculation

Direct Labor	100%
Direct Expense/FCCM	0.762%
Overhead/General/Administrative	164.62%
Subtotal	265.382%
Operating Margin	40%
Total	305.382%

215 East Main Street
Bartow, Florida 33830
Office: 863-533-7317
www.patelgreene.com

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

PATEGRE-01 STHOMPSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2025

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 JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED Patel, Greene & Associates, LLC 215 E. Main Street Bartow, FL 33830	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Idemnity Co of Amer — 25666 INSURER B : Phoenix Insurance Co. (Travelers) — 25623 INSURER C : Travelers Property & Casualty of America — 25674 INSURER D : Arch Insurance Group — 11150 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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	6802H572557	5/26/2025	5/26/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA8R089075	5/26/2025	5/26/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE	X	X	CUP9E992746	5/26/2025	5/26/2026	AGGREGATE	$ 2,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A		X	UB2T757238	5/26/2025	5/26/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			PAAEP0141304	5/26/2025	5/26/2026	Per Claim/Aggregate	5,000,000
D	Pollution			PAAEP0141304	5/26/2025	5/26/2026	Per claim/Aggregate	5,000,000

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

RE: CSA #2022-094-06 – 42nd Street NW at Avenue G NW Signal Replacement

Polk County where required by written contract is an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability). Coverages are primary & non-contributory. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

Polk County
3000 Sheffield Road
Winter Haven, FL 33880

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

Erin L Johnson

ACORD 25 (2016/03)

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Agenda Item R.15. 2/3/2026

SUBJECT

Approve Modification No. 6 to Consultant Services Authorization (CSA) 2017-058-03 with RK&K, LLP for the Fort Fraser Trail Extension Project. ($9,996.00 one-time expense)

DESCRIPTION

The construction of the Fort Fraser Trail Extension Project is complete, and the trail was opened to pedestrian traffic in December 2025. RK&K is the Engineer of Record for design, and they also provided post-design services. The post-design services included reviewing and approving shop drawings submitted by the contractor, answering questions from the contractor and providing clarifications, and making design adjustments to accommodate unforeseen field conditions. The number of man-hours originally estimated for post-design services turned out to be lower than what was actually required to complete the project due to a high number of design adjustments associated with unforeseen field conditions. RK&K is requesting for an increase in the not to exceed fee to cover the additional man hours for post-design services. County staff have reviewed the request for fee increase and are in agreement that it is justified.

RECOMMENDATION

Request Board approve Modification No. 6 to CSA 2017-058-03 with RK&K, LLP for the Fort Fraser Trail Extension Project. ($9,996.00 one-time expense) for a new total not to exceed fee of $671,443.08.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Douglas Gable, PE
Engineering Manager - Interim
Project Management Section
863-535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

Consultant Services Authorization - Modification

Firm	Rummel, Klepper & Kahl, LLP
Master Agreement No.	17-058
CSA No. Modification No.	17-058-03 6
Project Name	Fort Fraser Tail Extension
Project Description	Shared Use Path
Project Exhibits and Attachments (Ex. B, C & D not required)	Exhibit "A" – Scope of Services
Duration : (Original): Additional days:	through completion of construction 0
Compensation (Original) Additional Compensation:	Total Cost Not to Exceed: $ 420,589.08(orig) + $240,858.00(mods 1-5) Total Cost Not to Exceed: $ 9,996.00
Special Contract Conditions	None in Modification
Insurance Requirements	Same requirement as original
Liquidated Damages	Same as original
Budget Source/Availability	14971.540152101.566000.5400183

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this _____ day of _____, 20____.

Attest:
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
_____ 12/3/26
County Attorney's Office Date

Attest:

ANN MARIE MCINTYRE
NOTARY PUBLIC
REGISTRATION # 7220478
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2028

Ann Marie McIntyre
Corporate Secretary ANN MARIE MCINTYRE

SEAL

Date: 12/10/2025

Rummel, Klepper & Kahl, LLP
CONSULTANT COMPANY NAME

Authorized Corporate Officer

STUART SAMBERG, EXECUTIVE DIRECTOR
[Printed Name and Title]

Date: DECEMBER 10, 2025

Exhibit "A"
Scope of Services for
Fort Fraser Trail Extension
From SR 540 (Winter Lake Road) to Glendale Street
Professional Engineering Services for Roads and Drainage Contract
(Master Agreement #17-058)
CSA #17-058-3 (Modification 6)
10/2/2025

I. PURPOSE & BACKGROUND

The **COUNTY** has contracted with the **CONSULTANT** to design and post design for an extension to the Fort Fraser Trail. This modification provides additional funding for post design to support construction of the project. All other elements of the contract remain unchanged.

II. POST DESIGN

The **CONSULTANT** shall provide post design services including review of shop drawings, responding to contractor questions, aerial photography/videography, field reviews, and other services as requested by the **COUNTY**. These services are in addition to post design services executed in previous modifications.

III. DESIGN REQUIREMENTS AND PROVISIONS FOR WORK

Fee

The **CONSULTANT** agrees to provide these services for a not-to-exceed fee of $9,996.00. This increases the total fee for the task assignment to $671,443.08. Staff hours for Modification 6 are detailed in Exhibit A-1.

Schedule

Services shall be provided between the date of execution and the completion of construction.

EXHIBIT A-1

Consult. Name: Rummel, Klepper & Kahl, (RK&K), LLP

Name of Project: Fort Fraser Trail Extension from SR 540 (Winter Lake Road) to Glendale Street

Description: Modification 6

County: Polk

CPO: CSA 17-058-03

Date: 10/2/2025

Estimator: J. Baan

Staff Classification/Hourly Billing Rate	SH By Activity	Director	Contract Manager	Chief Engineer	Chief Planner	Senior Engineer	Project Engineer	Sr. Engineer Intern	Senior Scientist	Scientist	Salary Cost By Activity
Task Description		$250.00	$193.00	$219.90	$179.00	$176.00	$122.00	$94.00	$148.00	$85.00	
Post Design	**63**	**0**	**12**	**0**	**0**	**27**	**24**	**0**	**0**	**0**	**$9,996.00**
Total Staff Hours	63	0	12	0	0	27	24	0	0	0	
Total Staff Cost		$0.00	$2,316.00	$0.00	$0.00	$4,752.00	$2,928.00	$0.00	$0.00	$0.00	**$9,996.00**

$9,996.00

LABOR RELATED COSTS: $9,996.00

EXPENSES: $0.00

GRAND TOTAL ESTIMATED FEE: $9,996.00

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 17-058-03 Mod 6 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 1-6-26 Division: R+D

Project Manager's Name: D. Gable Phone #: 535-2285

Project Name: Ft Fraser Trail extension

Total Project Budget: $ 10,338,142 Project # 5400183

Estimate of Construction Cost: $ 6,943,298.20

Proposed Consultant: RK+K Fee: $ 420,589.08 (original)
240,858 (Mods 1-5)
9,996 (Mod 6)

Master Consultant Agreement # 17-058

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 1/6/26
Division Director/Designee

Procurement Division

Date Received: 1/8/26 Date Reviewed by Analyst: 1/8/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 1/9/2026 Date Reviewed: 1/13/2026

Approved by: Noah Updegrove
(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: 6/28/24(KB)

REQUEST FOR LEGAL SERVICES

Please Add Drawer # Thank you

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Heather Bryan
Noah Milov ✓

FROM: Doug Gable 535-2285 (Name and Phone Number) DATE: 01-06-2026

RETURN TO: Doug Gable DIVISION: R&D

BOARD AGENDA DATE: 02-03-2026 COUNTY MANAGER ITEM: ☐

PROJECT: Fort Fraser Trail Extension

CSA/CONTRACT NUMBER: 17-058-03

MODIFICATION NUMBER: 6 CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: RK&K

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:

JAN 09 2026

Assigned Staff: Noah Log-In Date:

CAO Project Number: 2026-14 Log-Out Date: 1/13/26

Polk County

Board of County Commissioners

Agenda Item R.16. 2/3/2026

SUBJECT

Approve a Reimbursement Agreement with Frontier Communications to pay for the costs of Construction Inspection staff. (No fiscal impact)

DESCRIPTION

County Staff has met with Frontier to discuss a new project being initiated by Frontier to upgrade and expand their fiber network in Polk County in 2026. Frontier intends to utilize multiple work crews to complete the work. Frontier is in agreement to fund a construction inspector to monitor their utility work while working on the county road network. These funds will allow the county to hire a full-time inspector from a CEI firm under master agreement with the county. This inspector will be assigned full-time to monitor the Frontier work crews on behalf of the county. The cost of hiring the dedicated inspector is $155,001 and covers 11 months of inspection services. Frontier is in agreement to fund these costs. A CSA for the inspection services will be brought to the Board for approval at a later date.

RECOMMENDATION

Request Board Approve the Reimbursement Agreement with Frontier Communications to pay for the costs of Construction Inspection staff. (No fiscal impact)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Douglas Gable, PE
Engineering Manager - Interim
Project Management Section
(863) 535-2285

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

REIMBURSEMENT AGREEMENT BETWEEN POLK COUNTY AND FRONTIER COMMUNICATIONS FOR FIELD INSPECTION STAFF

This agreement ("Agreement") is entered into by and between Polk County, a political subdivision of the State of Florida, ("**COUNTY**") and Frontier Communications, a Florida corporation, organized and existing under the laws of the State of Florida, ("**UTILITY**").

WITNESSETH:

WHEREAS, the **UTILITY** is proposing a major upgrade to their fiber system on county roads in calendar year 2026 and will be submitting numerous right-of-way use permits to Roads & Drainage Division, ("**PROJECT**"); and

WHEREAS, the **COUNTY** has limited field inspection staff to monitor the work occurring on the **PROJECT** and the restoration of county right-of-way; and

WHEREAS, the UTILITY is agreeable to funding an additional inspector that will be dedicated full time to the **PROJECT**; and

WHEREAS, the **COUNTY** will secure the additional inspector from a consultant that is under master agreement with the **COUNTY** for Construction, Engineering, and Inspection ("CEI") services; and

WHEREAS, the **COUNTY** and the **UTILITY** have determined that it would be in the best interests of the general public and to the economic advantage of both Parties to enter into an agreement providing for the additional inspector to monitor the work on the **PROJECT**; and

WHEREAS, the **UTILITY**, pursuant to the terms and conditions hereof, will bear certain costs associated with the **PROJECT**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **COUNTY** and the **UTILITY** hereby agree as follows:

1. **Field Inspector**

   a. The COUNTY shall secure the services of a full-time (40 hours per week) field inspector from a CEI consultant under an existing master agreement between the consultant and the **COUNTY**.

   b. The field inspector will report directly to county staff via daily reports, emails, and/or telephone calls on the status of ongoing work by the **UTILITY** on the **PROJECT**.

   c. Depending on the workload occurring on the **PROJECT**, the **COUNTY** and the **UTILTY** may agree to bring on additional field inspectors as needed to adequately monitor the **PROJECT**.

2. Cost of Field Inspector

a. The **UTILITY** shall be responsible for all costs of the Field Inspector.

b. The **UTILITY** agrees that it will, no more than thirty (30) days following the **COUNTY** approval of the Reimbursement Agreement, furnish the **COUNTY** an advance deposit of $155,001 to cover the costs of the field inspector for a period of 11 months.

The **COUNTY** shall utilize this deposit for the monthly payments to the CEI consultant. Both Parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2.c. below is less than the advance deposit, a refund of any excess will be made by the **COUNTY** to the **UTILITY**. If the cost of the field inspector exceeds or is estimated to exceed the advance deposit, the **UTILITY** shall submit the necessary funds to cover the costs of the field inspector within thirty (30) days of receiving notice from the County.

c. Upon final payment to the **COUNTY's** CEI consultant, the **COUNTY** intends to have its final and complete accounting of all costs incurred in connection with the field inspector within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UTILITY** for a period of three (3) years after final close out of the **PROJECT**. The COUNTY will notify the UTILITY of the final cost. Both Parties agree that in the event the final accounting of field inspector is less than the total deposits to date, the **COUNTY** will issue a refund of the excess to the **UTILITY** within sixty (60) days of the completion of the final accounting. Both Parties agree that in the event the final accounting of field inspector is more than the total deposits to date, the **UTILITY** shall submit the necessary funds to cover the total costs of the field inspector to the **COUNTY** within thirty (30) days of receipt notice from the **COUNTY**.

3. Default

a. In the event the **UTILITY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **COUNTY** may exercise one more of the following options, provided that at no time shall the **COUNTY** be entitled to receive double recovery of damages:

(1) If the breach is material, terminate this Agreement if the UTILITY has not cured the breach within sixty (60) days from written notice thereof from the **COUNTY**;

(2) Pursue a claim for damages suffered by the **COUNTY**;

(3) Pursue any other remedies legally available; and/or

(4) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event the **COUNTY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UTILITY** may exercise one or more of the following options:

(1) If the breach is material, terminate this Agreement if the COUNTY has not cured the breach within sixty (60) days from written notice thereof from the **UTILITY**.

(2) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Liability

a. To the extent provided by law, the **COUNTY** hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **COUNTY**, its officers, employees, contractors or agents.

b. To the extent provided by law, the **UTILITY** hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the **UTILITY**, its officers, employees, contractors or agents.

c. Nothing herein shall be deemed a waiver, express or implied, of the 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. Nothing herein shall be construed as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement. This subsection shall survive the termination of this Agreement.

5. Miscellaneous

a. Time is of the essence in the performance of all obligations under this Agreement.

b. The UTILITY 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 UTILITY further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. The UTILITY shall agrees to:

(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 their designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied in a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
(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 the completion of this Agreement if the UTILITY 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 UTILITY or keep and maintain public records required by the COUNTY to perform the service.

c. Neither the **UTILITY** nor the **COUNTY** shall be liable to the other for any failure to perform under this Agreement to the extent performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following addresses:

Notice to Polk County shall be: **Notice to Frontier shall be:**

Director, Roads and Drainage Division
Polk County Board of County Commissioners
3000 Sheffield Road
Winter Haven, FL 33880

with a copy to:
County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Director of Network Operations
Frontier Communications
610 N. Morgan Street
Tampa, FL 33602

with a copy to:

e. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes, replaces, and nullifies any and all prior agreements, understandings, or negotiations, written or oral, with respect thereto, with the understanding and agreement that the **COUNTY** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities by which the parties will remain in compliance.

f. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

g. This Agreement shall be effective upon the date of execution of the last Party ("Effective Date").

h. A waiver by any Party 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 this 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.

i. Except as noted in Section 4 above, 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.

j. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

k. This Agreement may not be assigned in whole or in party without the written approval of both Parties. Any such assignment or attempted assignment shall be null and void.

l. This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

m. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

n. Non-Discrimination. The UTILITY and all those under the UTILITY's control shall not discriminate against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin. The UTILITY shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.

o. No Coercion for Labor or Services. Concurrently with its execution of this Agreement, the UTILITY has executed an affidavit (Exhibit A) which has been signed by an officer or representative of the UTILITY under penalty of perjury attesting that the UTILITY does not use coercion for labor or services as those terms are defined in Section 787.06, Florida Statutes, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement.

*****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

FRONTIER COMMUNICATIONS

By: _____
William Nastasiak

Date: 1/15/2026

ATTEST:

By: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Martha Santiago, Chairman

Date: _____

ATTEST:

By: _____
Stacy M. Butterfield, Clerk to the Board

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office

Print Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15 day of JANUARY, 2026 by WILLIAM NASTASIAK

JON G ZUGSCHWERDT
NOTARY, STATE OF FLORIDA

____ Personally known OR X Produced identification
Type of identification FL DRIVERS LICENSE

JON G ZUGSCHWERDT
Notary Public-State of Florida
Commission # HH 603360
My Commission Expires
October 15, 2028

Agenda Item R.17. 2/3/2026

SUBJECT

Approve Amendment No. 3 to Agreement 2022-021 with Stantec Consulting Services, Inc. for a five-year term renewal period. (estimated $48,000 recurring annual expenses)

DESCRIPTION

On April 6, 2021, the Board approved Agreement 2022-021 with Cardno, Inc. (now Stantec Consulting Services, Inc.), in the amount of $1,624,870.00 to provide software implementation, integration, post “go live” support as well as ongoing consulting support services related to the Central Square Enterprise Asset Management software that was purchased by the Utilities Division. The agreement provided for software installation, implementation, end user training along with a post “go live” support. The agreement allows for two optional five-year terms of continued consulting support if agreed to by both parties.

Amendment No. 1 to the agreement was approved by the Board on March 28, 2023, incorporating the name change reassignment from Cardno, Inc. to Stantec Consulting Services, Inc. as a result of Stantec’s purchase of Cardno, Inc.

Amendment No. 2 to the agreement was approved by the Board on April 2, 2024, and provided for ongoing consulting maintenance and support services for the remainder of the initial five-year term, through April 6, 2026.

This Amendment No. 3 extends the agreement for the first of two, five-year renewal periods. Allowing for the vendor’s continued maintenance and support services. When services are needed, the Utilities Division will work with Stantec to develop and approve work authorizations to include a detailed scope of work and pricing based upon the hourly billing rates identified in Attachment “A” to the amendment. Work authorizations under $100,000 will require division director approval. Work authorizations, $100,000 or greater will require County Manager or Deputy County Manager approval.

RECOMMENDATION

Request Board approve Amendment No. 3 to Agreement 2022-021 with Stantec Consulting Services, Inc. for a five-year term renewal period.

FISCAL IMPACT

Funds are budgeted and available in the Utilities Division Operating fund.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
863.534.6706
bradhoward@polkfl.gov

AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM
#2021-022
AMENDMENT #3

This AMENDMENT effective as of April 6, 2026 (the "Effective Date"), is hereby entered into 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 Stantec Consulting Services, Inc. (the "Consultant"), a New York corporation, located at 400-10220 103 Avenue Northwest, Edmonton, Alberta, Canada T5J 0K4 and whose Federal Employer Identification number is 11-2167170.

WITNESSETH:

WHEREAS, the County and Cardno, Inc, a Delaware corporation, entered into Agreement 2021-022 dated April 6, 2021 (the "Agreement"), for the purpose of providing implementation and post-go-live support of CMMS software; and

WHEREAS, on March 28, 2023, the Agreement was amended to reflect the County's consent to the assignment of the Agreement from Cardno, Inc. to the Consultant, effective June 30, 2022, pursuant to a certain Share Purchase Agreement between Cardno. Inc. and Stantec Consulting Services, Inc.; and

WHEREAS, the County and Consultant desire to extend the Agreement in accordance with its renewal provision.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. Pursuant to Section 1.2 of the Agreement, the County and the Consultant mutually agree to exercise the first of two five-year renewal terms beginning on April 6, 2026.

3. The Agreement, as amended by this Amendment #3, continues in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

Attest:
STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Approved by County: _____

Approved as to form and legal sufficiency:

_____ 1/26/2026
County Attorney **Date**

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chairman, Board of County Commissioners

STANTEC CONSULTING SERVICES, INC., a New York corporation

By: _____

Andrew Burnham
PRINT NAME

Vice President
TITLE

Date: 1 / 28 / 2026

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____(Date) by Andrew Burnham (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 28th January 2026(Date)

Geri L Reese (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

NOTARY PUBLIC STATE OF FLORIDA
GERI L. REESE
MY COMMISSION # HH 264256
EXPIRES: May 23, 2026

Agenda Item R.18. 2/3/2026

SUBJECT

Approve selection committee's recommendation to authorize staff to negotiate agreements with PCL Civil Constructors, Inc. and Vogel Bros. Building Co.to provide Construction Manager at Risk (CMAR) services for the Northwest and Southwest Regional Wastewater Treatment Facility Improvements Projects. (No fiscal impact)

DESCRIPTION

The Utilities Division requested Procurement to solicit proposals from qualified firms to provide CMAR services for both the Northwest and Southwest Regional Wastewater Treatment Facility Improvements Projects.

Request for Proposal (RFP) 25-688, Construction Manager at Risk - Northwest and Southwest Regional Wastewater Treatment Facility Improvements was issued, and three vendors submitted proposals. The selection committee met on January 6, 2026, and elevated all three vendors to interviews. On January 15, 2026, the selection committee received presentations from the three proposers. After the interviews, the consensus of the selection committee was to request the Board authorize staff to enter into negotiations with all proposers that were interviewed, beginning with the highest ranked proposer for each respective project, Vogel Bros. Building Co. for the Southwest Regional Wastewater Treatment Facility Improvements Project and PCL Civil Constructors, Inc. for the Northwest Regional Wastewater Treatment Facility Improvements project.

The following is a listing of the firms and their rankings by project:

Northwest Project Proposer	City	Rank
PCL Civil Constructors, Inc.	Tampa, FL	1
Vogel Bros. Building Co.	Lakeland, FL	2
The Haskell Company	Jacksonville, FL	3
Southwest Project Proposer	City	Rank
Vogel Bros. Building Co.	Lakeland, FL	1
PCL Civil Constructors, Inc.	Tampa, FL	2
The Haskell Company	Jacksonville, FL	3

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation to authorize staff to negotiate agreements with PCL Civil Constructors, Inc. and Vogel Bros. Building Co to provide Construction Manager at Risk services for the Northwest and Southwest Regional Wastewater Treatment Facility Improvements projects respectively.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

Procurement Division

(863) 534-6706

bradhoward@polk-county.net

Agenda Item R.19. 2/3/2026

SUBJECT
Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Xtreme Equipment, Inc. (No Fiscal Impact)

DESCRIPTION
Xtreme Equipment, Inc. 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 Xtreme Equipment, Inc. 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

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Xtreme Equipment Date: _____

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ 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; ☐ 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; ☐ 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)
☑ Met; ☐ 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; ☐ 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; ☐ 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; ☐ 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)
☑ Met; ☐ 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; ☐ 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)
☑ Met; ☐ 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)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 27, 2025
Secretary of State
8304658572CC

DOCUMENT# P13000063964

Entity Name: XTREME EQUIPMENT INC.

Current Principal Place of Business:

2126 SILS ROAD
LAKE WALES, FL 33898

Current Mailing Address:

2126 SILS ROAD
LAKEWALES , FL 33898 US

FEI Number: 46-3410631

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SIMPKINS, MACK NATHANIEL
2126 SILS ROAD
LAKEWALES , FL 33898 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MACK NATHANIEL SIMPKINS 04/27/2025
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	SIMPKINS, MACK NAHANIEL
Address	2126 SILS ROAD
City-State-Zip:	LAKEWALES FL 33898

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MACK N SIMPKINS OWNER 04/27/2025
Electronic Signature of Signing Officer/Director Detail — Date

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

NON-CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 9/2/2025 **EXPIRATION DATE:** 9/2/2027

PERSON: MACK N SIMPKINS **EMAIL:** XTREMEEQUIPINC@GMAIL.COM

FEIN:463410631

BUSINESS NAME AND ADDRESS:

XTREME EQUIPMENT INC

2126 SILS ROAD,

LAKE WALES, FL 33898

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.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
Rule 69L-6.012, F.A.C. REVISED 08/2025

FOLD HERE

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

E02202787 QUESTIONS? (850) 413-1609

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: 9/2/2025 **EXPIRATION DATE:** 9/2/2027

PERSON: MACK N SIMPKINS **EMAIL:** XTREMEEQUIPINC@GMAIL.COM

FEIN: 463410631

BUSINESS NAME AND ADDRESS:

XTREME EQUIPMENT INC

2126 SILS ROAD,

LAKE WALES, FL 33898

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CERTIFICATE OF INSURANCE	ISSUE DATE	12/18/2025

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

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST 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	INSURER(S) AFFORDING COVERAGE	
1st Class Insurance Services 407 Hwy 17-92 W Haines City, FL 33844	INSURER A:	Nautilus Insurance Company
	INSURER B:	N/A
INSURED	INSURER C:	N/A
Xtreme Equipment Inc P O Box 365 Davenport, FL 33836	INSURER D:	N/A
	INSURER E:	N/A

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	General Liability	NN1808423	3/3/2025	3/3/2026	General Aggregate	$2,000,000
					Products-Com/Op Agg.	Included
					Personal & Adv. Injury	$2,000,000
					Each Occurrence	$2,000,000
					Damage Prem Rented To You	$100,000
					Med Expense (Any one person)	$5,000
B	Personal Liability				Combined Single Limit	
					Medical Payments To Others	
C	Excess Liability				Each Occurrence	
					Aggregate	
D						
E	Property				Building	
					Contents	
					LossOfUse	

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Description of Operations / Specialty Items

Contractors Equipment excluding automobiles rented to others without operators

SURPLUS LINES AGENT VIRGINIA CLANCY LICENSE#A206695
13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

Certificate Holder	
Polk County Landfill 10 Environmental Loop South Winter Haven, FL 33880	**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 Signature** Virginia Clancy

Xtreme Equipment, Inc
2126 Sils Rd
Lake Wales, FL 33898
(863) 449-1364

December 15, 2025

To Whom It May Concern:

As of the date of the correspondence stated above, Xtreme Equipment Inc has never and is currently not involved in any type of litigation, judgments, and or liens, including the Internal Revenue Service and all state and or federal government litigation or civil suits or agency enforcement cases, Nor criminal proceedings.

Mack Simpkins

State of Florida
County if Polk

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 15th day of December, 2025 by Mack Simpkins who is personally known to me or who has produced Drivers License as identification.

Notary

ANGELA L HALL
Notary Public - State of Florida
Commission # HH 363253
My Comm. Expires Mar 26, 2027

Xtreme Equipment Inc.

2126 Sils Rd
Lake Wales, FL 33898
(863) 449-1364

10/7/2025

The only owner of Xtreme Equipment Inc is Mack Simpkins.

Mack Simpkins _____ 10/7/25
Mack Simpkins Date

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 7th day of October, 2025.

____Personally Known
DL Produced Identification
5512-554-76-4450

NOTARY PUBLIC STATE OF FLORIDA
CHRISTY L. DIAZ
MY COMMISSION # HH 475536
EXPIRES: February 5, 2028

Xtreme Equipment Inc.
2126 Sils Rd
Lake Wales, FL 33898
(863) 449-1364

October 7th, 2025

Mack Simpkins Qualifications

- President of Xtreme Equipment, Inc. since 2013
- SFWMD contractor from 2013-2022
- Dumpster service from 2022 to present
- Demolition work from 2022 to present
- CDL for over 25 years
- Veteran - served in the National Guard from 1994 to 2001

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Xtreme Equipment Inc

FOR YEAR 2025

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	
Bonnie Farms	4				30 yd each	✓		Varies

615

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Xtreme Equipment Inc

FOR YEAR 2025

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
Kenworth T800	T800	2005	RO	40	54999	1NKOL00X75R103455
Freightliner	M2	2010	RO	40	54999	1FVHC5CV6ADAU7713

616

REVISED 08/2014

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 217355 **CLASS:** A **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
MACK N SIMPKINS	2126 SILS RD LAKE WALES

BUSINESS NAME AND MAILING ADDRESS

XTREME EQUIPMENT INC
XTREME EQUIPMENT INC
2126 SILS RD
LAKE WALES, FL 33898

CODE	ACTIVITY TYPE
110000	LTD AGRICULTURE

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

PAID - 3512589 09/09/2025 OPY **OLP 31.50** **XTREME EQUIPMENT INC**

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 MACK SIMPKINS who, first being duly sworn, on oath deposes and states, as follows:

1) He is President of Xtreme Equipment Inc, a FLORIDA 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 MACK SIMPKINS.

4) There are no liens of record filed by the Internal Revenue Service against MACK SIMPKINS.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against SIMPKINS, MACK.

6) MACK SIMPKINS acknowledges and consents that the County shall have the right to inspect Xtreme Equipment Inc vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, MACK SIMPKINS 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 MACK SIMPKINS 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 7th day of October, 2025

Sworn Person Signature

Mack N. Simpkins

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 7th day of October, 2025, by MACK SIMPKINS, who is either ☐ personally known to me; or ☒ has produced DL # S512-554-76-445-0 as identification.

CHRISTY L. DIAZ
MY COMMISSION # HH 475536
EXPIRES: February 5, 2028

(AFFIX NOTORIAL SEAL)

Notary Public Signature

Christy L Diaz

Printed Name of Notary Public

HH 475536 / 2/5/2028

Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED MACK SIMPKINS (the "Undersigned"), is the PRESIDENT of Xtreme Equipment Inc (the "Undersignee"), a FLORIDA CORPORATION,

WHEREAS, the Undersignee Xtreme Equipment Inc, 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 Xtreme Equipment Inc

NOW, THEREFORE, in consideration of the benefits accruing to the Undersignee and for other good and valuable consideration, the Undersigned, by and on behalf of the Undersignee Xtreme Equipment Inc 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, Xtreme Equipment Inc, 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 Undersignee Xtreme Equipment Inc this 7th day of October, 2025.

ATTEST:

By: _____
Christy L Diaz
[Printed Name, Title]

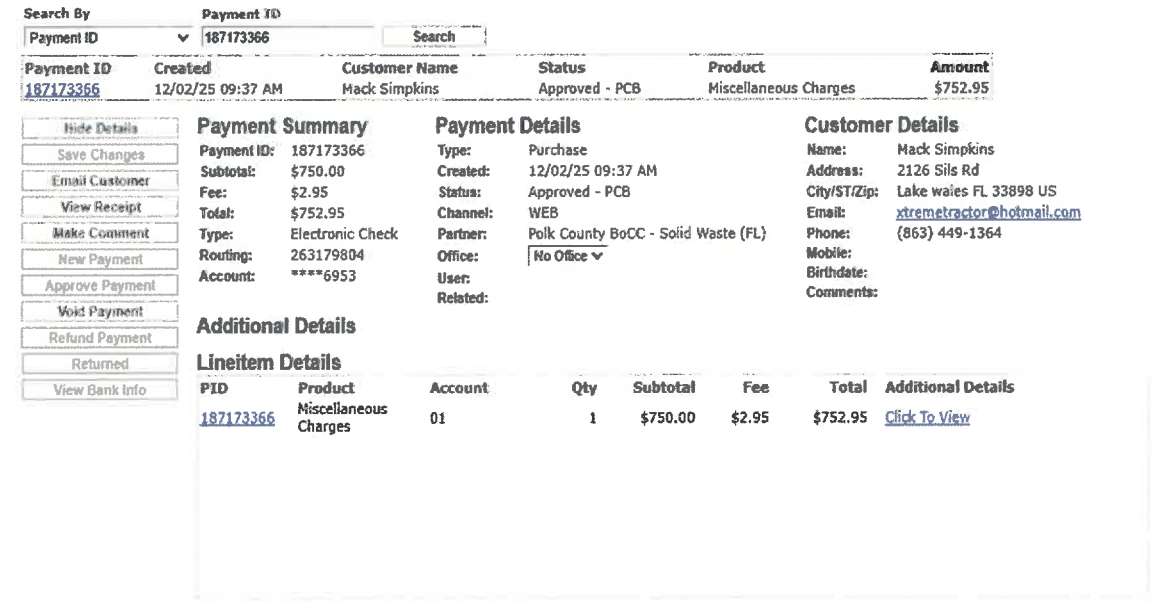
Xtreme Equipment Inc
a FLORIDA CORPORATION

By: _____
MACK SIMPKINS, PRESIDENT
[Printed Name, Title]

AFFIX NOTORIAL SEAL

CHRISTY L. DIAZ
MY COMMISSION # HH 475536
EXPIRES: February 5, 2028

Payment Search



© 2025 Point & Pay

Agenda Item R.20. 2/3/2026

SUBJECT
Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by C&C Land Service and Cleaning, LLC. (No Fiscal Impact)

DESCRIPTION
C&C Land Service and Cleaning, 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 C&C Land Service and Cleaning, 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: C & C Land Service and Cleaning LLC Date: _____

Status	Brief Description of Application Requirements
☑ Met ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ 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; ☐ 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 ☐ 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)
☐ Met; ☐ 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; ☐ 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 ☐ 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; ☐ 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)
☑ Met; ☐ 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 ☐ 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)
☑ Met; ☐ 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)
☐ Met ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Commented [DZ1]: In the letter provided

Commented [DZ2]: Need SunBiz

Commented [DZ3]: Need letter or resume'

Commented [DZ4]: Provide form

Commented [DZ5]: Provided Form

Commented [DZ6]: Must provide COI

Commented [DZ7]: Need copy of Polk County Business Tax Receipt

Commented [DZ8]: Not Notarized

Commented [DZ9]: Paid by cc 09.16.25 P & P

9-16-25 Sent Email

DRAFT

State of Florida
Department of State

I certify from the records of this office that C & C LAND SERVICES AND CLEANING LLC is a limited liability company organized under the laws of the State of Florida, filed on July 3, 2017.

The document number of this limited liability company is L17000143378.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 24, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of September, 2025



Secretary of State

Tracking Number: 6242476978CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Detail by Entity Name

Florida Limited Liability Company
C & C LAND SERVICES AND CLEANING LLC

Filing Information

Document Number	L17000143378
FEI/EIN Number	82-2057766
Date Filed	07/03/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/12/2018
Event Effective Date	NONE

Principal Address

5636 S JENNINGS RD
HAINES CITY, FL 33844

Changed: 02/27/2018

Mailing Address

5636 S JENNINGS RD
HAINES CITY, FL 33844

Changed: 02/27/2018

Registered Agent Name & Address

MCINTOSH, MICHAEL C
5636 S JENNINGS RD
HAINES CITY, FL 33844

Address Changed: 02/09/2022

Authorized Person(s) Detail

Name & Address

Title PRESIDENT, MGR

MCINTOSH, MICHAEL C
5636 S JENNINGS RD
HAINES CITY, FL 33844

C&C LAND SERVICES & CLEANING, LLC
863-978-7078
386-288-1363

11/5//2025

To whom it may concern

As of 9/10/2025, C&C Land Services and Cleaning, LLC as well as its managing members and owners, Michael McIntosh has never and is currently not involved in any type of litigation, criminal proceedings, any agency enforcement cases, judgments or liens including the Internal revenue serviceand all state or federal government litigation or civil suits

I, Angela Stewart.MGR of C&C Land Services and Cleanig, LL, do atttest the above statement to be true and correct.

State of Florida County of Polk

The forgoing instrament was acknowledged before me on this 5th day of November 2025

Personally known or Produced Idenification Type of ID:

Angela Stewart

Angela Stewart

LYNNE H. DUCKETT
MY COMMISSION # HH 306524
EXPIRES: October 25, 2026

Notory Public Signiture

Lynne H Duckett
Printed Name

Owner	Manager
Michael McIntosh	Angela Stewart
(863) 978-7078	(863) 528-6435

Title MGR

RUSSELL, KAREN
1349 POE RD
LAKE WALES, FL 33898

Title Manager

Stewart, Angela
3385 158h St
Wellborn, FL 32094

Annual Reports

Report Year	Filed Date
2023	02/06/2023
2024	01/03/2024
2025	01/24/2025

Document Images

01/24/2025 -- ANNUAL REPORT	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
02/06/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- ANNUAL REPORT	View image in PDF format
10/01/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
06/25/2020 -- ANNUAL REPORT	View image in PDF format
01/17/2019 -- ANNUAL REPORT	View image in PDF format
09/12/2018 -- LC Amendment	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
07/03/2017 -- Florida Limited Liability	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2025

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 Sihle Insurance Group Inc. 1021 Douglas Ave. 25 26 Master Altamonte Springs FL 32714	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 407-869-5490 **FAX (A/C, No):** 407-389-3580 **E-MAIL ADDRESS:** Certificates@sihle.com
INSURED C&CLAND-02 C&C Land Services and Cleaning LLC 5636 S Jennings Road Haines City FL 33844-8264	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Clear Blue Insurance Company — 28860 **INSURER B :** ICW Group — 27847 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1750708383 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			BGFL0030538101	4/17/2025	4/17/2026	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 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YFL003179-02	2/5/2025	2/5/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			BXFL0030538101	4/17/2025	4/17/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WFL 5082964 00	3/1/2025	3/1/2026	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

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

CERTIFICATE HOLDER

Polk County Solid Waste Division
10 Environmental Loop S
Winter Haven FL 33880

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

Suzanne Peck

© 1988-2015 ACORD CORPORATION. All rights reserved.

C&C LAND SERVICES & CLEANING, LLC
863-978-7078
386-288-1363

9/10/2025

Industry : Solid Waste Management & Recycling
Location: 5636 S Jennings Rd Haines City, Fl. 33844
Contact: Angela Stewart
(863) 528-6435 c.clandservicesllc@gmail.com

C&C Land Services and Cleaning, LLC established 2017 as a Roll off dumpster and construction debris clean up service and has continued thriving in the central and now North Florida areas.

Services provided:

Roll off dumpster Rental
Land Clearing
Dump Truck Services
Site Prep

9 years of service provided to local builders such as Maronda Homes, Century Communities, Holiday Homes and many more.

Owner
Michael McIntosh
(863) 978-7078

Manager
Angela Stewart
(863) 528-6435

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 192387 CLASS: A EXPIRES: 09/30/2026

OWNER NAME	LOCATION
MICHAEL MCINTOSH	5636 S JENNINGS RD HAINES CITY

BUSINESS NAME AND MAILING ADDRESS

C & C LAND SERVICES AND CLEANING LLC
C & C LAND SERVICES AND CLEANING LLC
5636 S JENNINGS RD
HAINES CITY, FL 338448264

CODE	ACTIVITY TYPE
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3452704 08/04/2025 HSP TP 31.50 C & C LAND SERVICES AND CLEANING LLC

Thank you

From: C & C Land Services and Cleaning LLC <c.clandservicesllc@gmail.com>
Sent: Wednesday, January 7, 2026 11:23 AM
To: Zimmerman, Debra <debrazimmerman@polkfl.gov>
Subject: Re: Requested Information from Attorney

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.

Year	Vehicle
2001	International 2674
2005	Volvo VHD
2007	International-Roll off
2008	Ford F-550
2009	F-250
2009	Ford-Edge
2009	Peterbilt
2016	Freightliner
2020	Ford F-350
2020	Kenworth -DumpTruck
2020	Dodge Ram
2025	Mack GR64F
2026	Mack GR64F
2026	Freightliner

C&C LAND SERVICES & CLEANING LLC
863-978-7078
386-288-1363

Angela Stewart (863) 528-6435

Zimmerman, Debra

From: C & C Land Services and Cleaning LLC <c.clandservicesllc@gmail.com>
Sent: Thursday, January 8, 2026 7:40 PM
To: Zimmerman, Debra
Subject: Re: Requested Information from Attorney

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.

2005	Volvo	VHD	52500	4V5KC9GF45N377598
2006	Peterbilt	357	68000	1NPALU0X86N894480
2025	Mack	GR64F		1M2GR4GC8SM045366
2009	Peterbuilt	365	33000	1NPSL00X59D787572
2016	Freightliner	M2	26000	1FVACWDT1GHHT6421
2007	International	7600		1HTWGAZTX7J406254
2026	Freightliner	DP	54999	1FVHG3FM5THWR7993
2026	Mack	GR64F	24000	1M2GR4GC7TM052018

These are the trucks that will be entering your facility

C&C LAND SERVICES & CLEANING, LLC
863-978-7078
386-288-1363

Angela Stewart (863) 528-6435
Billing / Office

On Thu, Jan 8, 2026 at 3:29 PM Zimmerman, Debra <debrazimmerman@polkfl.gov> wrote:

> Hi Debbie – did C&C provide the other applicable, required information about the vehicles – capacity, size, type, and VIN – as indicated on the vehicle list form (and required by the ordinance.
>
> The above is from the attorney. All information must be provided. Please send asap we are past the deadline date.

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE C+C Land Services and Clearing, LLC

FOR YEAR 2025

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
Volvo	VHD	2005			52500	4V5KC9GF45N377598
Peterbilt		2009				
International		2007				
Mack		2025				
Freightliner		2016				
Ken		2020				

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE C+C Land Services and Cleaning, LLC

FOR YEAR 2025

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	
All Clients			✓		20yd	✓		

REVISED 08/2014

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 _____ who, first being duly sworn, on oath deposes and states, as follows:

1) He is owner, a S- 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 C+C Land Services and Clearing LLC

4) There are no liens of record filed by the Internal Revenue Service against C+C Land Services and Clearing, LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against C+C Land Services and clearing LLC

6) _____ acknowledges and consents that the County shall have the right to inspect C+C Land Services and Clearing LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, C+C Land Services and Clearing LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 15th day of September 2025

Michael Clay McIntosh
Sworn Person Signature

_____
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 15th day of September, 2025, by Michael Clay McIntosh, who is either ☐ personally known to me; or ☑ has produced driver's license as identification.

LYNNE H. DUCKETT
MY COMMISSION # HH 306524
EXPIRES: October 25, 2026

Notary Public Signature
Lynne H Duckett
Printed Name of Notary Public
HH 306524 / 10-25-26
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Angela Stewart (the "Undersigned"), is the Manager of C & C Land Services and Clearing LLC (the "_____"), a _____.

WHEREAS, the _____, 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 C & C Land Services and Clearing LLC

NOW, THEREFORE, in consideration of the benefits accruing to the C&C Land Services and Clearing LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the C&C Land Services and Clearing 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, C&C Land Services and Clearing 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 _____ this ___ day of _____, 20___.

ATTEST:

By: Angela Stewart

Angela Stewart Manager
[Printed Name, Title]

_____
a _____

By: _____

_____
[Printed Name, Title]

SEAL

State of Florida
County of Suwanee
Personally appeared Angela Stewart this 24th day of September, 2025

Notary Public

INDEMNITY ___ COMMISSION # HH 306524 EXPIRES: October 25, 2026 2.DOCX

Print

Thank you for your payment

Confirmation #	182615930
Date	Tuesday, September 16, 2025, 9:22:53 AM US Eastern Time
Total Amount	$773.15
Paid with	account ending in 8758
Customer Information	Angela Stewart cclandservicesllc@gmail.com (863) 528-6435

Transaction Details

Bill Type	Details	Amount
Landfill Tipping Fees	Company Name: C.C Land Services and Cleaning, LLC Ticket or Invoice Number: POLK001	$750.00

Sub Total	$750.00
Convenience Fee	$23.15
Total	**$773.15**

Make another payment

POLK COUNTY

Terms of Service
Privacy Policy
Accessibility Policy
Support
© Point & Pay, All Rights Reserved

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name: Angela Stewart
Address: 5636 S Jennings Rd, Haines City FL, US, 33844-8264
Contact: 8635286435
Comments:

Payment ID: **182615930**
Date: 09/16/25 09:22 AM
Subtotal: $750.00
Fee: $23.15
Total: $773.15
Method: Credit Card(**********8758)

Item Purchased	Transaction Description	Account	Amount
Landfill Tipping Fees	CTYPolkWsteGOV	POLK001	$750.00

Signature:_____ **Date:**_____/_____/_____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

INDEMNITY

WHEREAS, THE UNDERSIGNED Sheldon McVay (the "Undersigned"), is the President of Coastal Transport (the "Coastal Transport"), a LLC.

WHEREAS, the Coastal Transport 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 Coastal Transport

NOW, THEREFORE, in consideration of the benefits accruing to the Coastal Transport and for other good and valuable consideration, the Undersigned, by and on behalf of the Coastal Transport 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, Coastal Transport, 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 Coastal Transport this 21 day of August, 2025

ATTEST:

By: _____

Sheldon McVay President

[Printed Name, Title]

Coastal Transport

a LLC

By: _____

Charlie Sewell

[Printed Name, Title]

SEAL

NOTARY PUBLIC STATE OF FLORIDA

CHARLIE SEWELL
Commission # HH 218192
Expires May 20, 2026

Agenda Item R.21. 2/3/2026

SUBJECT

Approve the Polk County Property Appraiser's request to allocate excess revenue returned from FY 24/25 in the FY 25/26 budget and a transfer from the General Fund Reserve for Budget Stabilization for the purchase of aerial photography technology. ($250,000 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 $236,053 of the unspent funds for the current year costs associated with the purchase of new aerial mapping technology. This technology will offer access to high-definition aerials of Polk County and save time and money by reducing the amount of time Property Appraiser employees spend driving throughout the County. This technology will also enhance the GIS mapping capabilities for other constitutional offices in the County.

The total estimated expense for two aerials per year over six years is $1,416,320. Funds in the current year budget will be transferred from reserves to the Property Appraiser's operating budget. Future annual payments will be reflected in the Property Appraiser's budget for FY 26/27 through FY 30/31.

RECOMMENDATION

Request Board approve a one-time transfer of $250,000 from the General Fund Reserve for Budget Stabilization to the Property Appraiser's General Fund budget; the reserve will be replenished with ending fund balance in the FY 26/27 budget process.

FISCAL IMPACT

Funds are available for transfer in the FY 25/26 General Fund Reserve for Budget Stabilization.

CONTACT INFORMATION

Christia Johnson
Budget & Management Services Director
(863)534-5985

Property Appraiser
Neil Combee
www.polkpa.org

December 18, 2025

Honorable Martha Santiago, Chairman
Polk County Board of County Commissioners
330 W. Church St.
Bartow, FL 33830

Dear Madam Chairman,

We are grateful here at the Polk County Property Appraiser office to have such a wonderful relationship with the BoCC. I'm excited to offer an opportunity to enhance the GIS mapping capabilities of both the BoCC, PCSO, and the PCPA through the purchase of state of the art aerial photography technology using unspent monies from my budget. I will need the County's approval to spend this money on this mutually beneficial product in order to secure a budget amendment from the Florida Department of Revenue. If we act now Eagleview can immediately photograph the county and we can begin to use the photos early next year.

We recently had a well received meeting with the vendor Eagleview and personnel from the County, Sheriff's office, and the City of Lakeland to highlight the capabilities of this Aerial photography technology. The annual cost for 2 aerials over 6 years is $236,053.33 for a total of $1,416,323 This would easily come from the Property Appraisers' unspent monies annually returned to the county, which this year totaled $2.8 million.

This acquisition will immediately garner a return of investment for my office by allowing our appraisers the ability to access high-definition aerials photos for property appraisal purposes and no longer waste literally thousands of hours driving throughout our county.

Eagleview meets the strong technical requirements mandated by the State. Aerials which can be accessed on-line at no cost do not meet the legally required specifications of the Florida Department of Revenue to conduct both the mapping of parcel lines and use for appraisal valuations.

Procurement can be handled efficiently and timely through my office. All we need is the county's approval to move forward on this acquisition.

Sincerely,

Neil Combee
Polk County Property Appraiser

Attachment: 1 (Eagleview quote)

Budget Proposal

eagleview™

Proposal for: Polk County, FL
Project Name: FLPOLK26 - Imagery - DOR 3 and 6in CO 4Band
Quote Number: Q-65892
Contract Term: 6 Year(s)
Number of Projects: 2

EagleView Rep: Stafford Cassell
Phone Number:
Email: stafford.cassell@eagleview.com
Expiration Date: 12/31/2025

Project Summary
Project 1 Total: USD 721030.00
Project 2 Total: USD 695290.00

Project 1

QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
1,547.00	EagleView Cloud - Imagery - 3in - Certified - Four Band	USD 410.0000	9.76	USD 370.0000	USD 572,390.00
604.00	EagleView Cloud - Imagery - 6in - Certified - Four Band	USD 200.0000	0.00	USD 200.0000	USD 120,800.00
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 6in	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
1.00	Eagleview Cloud - Software - Plus	USD 10,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Authorized Subdivisions	USD 9,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Comprehensive Integration Bundle	USD 15,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Disaster Response Program	USD 34,659.5000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Early Access	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
7.00	EagleView Cloud - Capture History	USD 69,319.0000	100.00	USD 0.0000	USD 0.00
90.00	Survey-Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey	USD 286.0000	0.00	USD 286.0000	USD 25,740.00
1.00	Survey Report - Imagery - Tested To Accuracy Statement	USD 2,100.0000	0.00	USD 2,100.0000	USD 2,100.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

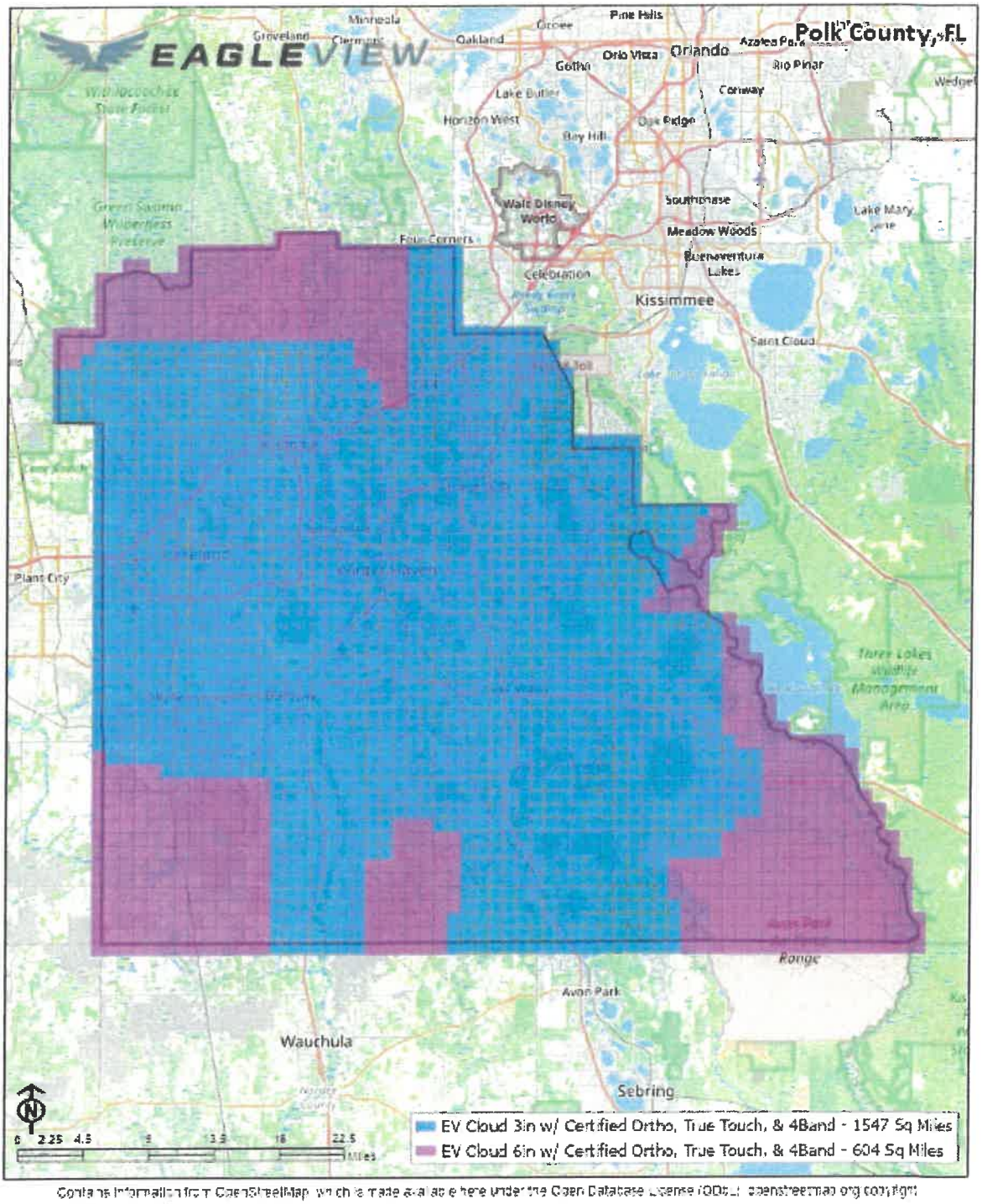
QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
1.00	State License Fee	USD 0.0000		USD 0.0000	USD 0.00
				Project 1 TOTAL:	USD 721,030.00

Project 2

QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
1,547.00	EagleView Cloud - Imagery - 3in - Certified - Four Band	USD 410.0000	9.76	USD 370.0000	USD 572,390.00
604.00	EagleView Cloud - Imagery - 6in - Certified - Four Band	USD 200.0000	0.00	USD 200.0000	USD 120,800.00
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 6in	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
1.00	Eagleview Cloud - Software - Plus	USD 10,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Authorized Subdivisions	USD 9,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Comprehensive Integration Bundle	USD 15,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Disaster Response Program	USD 34,659.5000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Early Access	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
7.00	EagleView Cloud - Capture History	USD 69,319.0000	100.00	USD 0.0000	USD 0.00
1.00	Survey Report - Imagery - Tested To Accuracy Statement	USD 2,100.0000	0.00	USD 2,100.0000	USD 2,100.00
1.00	State License Fee	USD 0.0000		USD 0.0000	USD 0.00
				Project 2 TOTAL:	USD 695,290.00

TOTAL:	USD 1,416,320.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



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BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	1/8/2026
Parent Fund	General Fund
Department/Division	Property Appraiser
BoCC Date	2/3/2026

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 250,000	00101	010000001	5998300	0000000	00	0000000
	$						
TOTAL	$ 250,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 250,000	00101	960513030	5993040	0000000	00	0000000
TOTAL	$ 250,000						

JUSTIFICATION (attach additional back-up as necessary)

Request to transfer funds from General Fund Reserve for Budget Stabilization to the Property Appraiser's General Fund budget for the current year costs associated with the purchase of new aerial mapping technology. The total estimated expense for two aerials per year over six years is $1,416,320. Funds in the current year budget will be transferred from reserves to the Property Appraiser's operating budget. Future annual payments will be reflected in the Property Appraiser's budget for FY 26/27 through FY 30/31.

Department/Division Director Ryan Tyler 2026 Jan 13

Recommended or not recommended by Christina Ryan (Budget & Management Services) 1/9/26 (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management BoCC 2/3/2026 (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

Budget Balances

View ▾ Detach Wrap

BOCC GL FUND	BOCC GL FUND Description	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL ACCOUNT Description	BOCC GL PROJECT	BOCC GL PROJECT Description	Year to Date Period	Initial Budget	Budget Adjustments	Total Budget	Expenditures	Funds Available Amount
00101	00101-General Fund-Partial ...	010000001	5998300	5998300-Reserves	0000000	0000000-Not...	YEAR-26	46,309,542.00	0.00	46,309,542.00	0.00	46,309,542.00
Total								**46,309,542.00**	**0.00**	**46,309,542.00**	**0.00**	**46,309,542.00**

Columns Hidden 11 Columns Frozen 8

Budget Balances

View ▾ Detach Wrap

BOCC GL FUND	BOCC GL FUND Description	BOCC GL COST CENTER	BOCC GL ACCOUNT	BOCC GL ACCOUNT Description	BOCC GL PROJECT	BOCC GL PROJECT Description	Year to Date Period	Initial Budget	Budget Adjustments	Total Budget	Expenditures	Funds Available Amount
00101	00101-General Fund-Partial ...	960513030	5993040	5993040-Budget Tr...	0000000	0000000-Not...	YEAR-26	10,381,020.00	0.00	10,381,020.00	5,167,623.84	5,213,396.16
Total								**10,381,020.00**	**0.00**	**10,381,020.00**	**5,167,623.84**	**5,213,396.16**

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Agenda Item R.22. 2/3/2026

SUBJECT

Approve a transfer from the General Fund Reserve for Budget Stabilization to the Supervisor of Elections' operating budget for the cost of a space needs study. ($50,000 one-time transfer)

DESCRIPTION

In January 2026, the Supervisor of Elections (SoE) requested a one-time transfer of funds to pay for a space needs study. The study will be used to determine the current and future space requirements for the SoE offices by identifying any gaps in coverage area, building inefficiencies, and any other logistical challenges that are present.

Funds in the current year budget will be transferred from reserves to the SoE's operating budget.

RECOMMENDATION

Request Board approve a one-time transfer of $50,000 from the General Fund Reserve for Budget Stabilization to the Supervisor of Elections' General Fund budget.

FISCAL IMPACT

Funds are available for transfer in the FY 25/26 General Fund Reserve for Budget Stabilization.

CONTACT INFORMATION

Christia Johnson
Budget & Management Services Director
(863)534-5985

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date	1/20/2026
Parent Fund	General Fund
Department/Division	Supervisor of Elections
BoCC Date	2/3/2026

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 50,000	00101	010000001	5998300	0000000	00	0000000
	$						
TOTAL	$ 50,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 50,000	00150	910519010	5359000	0000000	00	0000000
TOTAL	$ 50,000						

JUSTIFICATION (attach additional back-up as necessary)

Approve a transfer from the General Fund Reserve for Budget Stabilization to the Supervisor of Elections' operating budget for the cost of a space needs study.

Department/Division Director _____

Recommended or not recommended by _____ (Budget & Management Services) 1/20/26 (Date)

Reason _____

APPROVED / NOT APPROVED

Board of County Commissioners/County Management BoCC 2/3/2026 (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 11/22)

Budget Balances

View ▾ Detach Wrap

BOCC GL FUND	BOCC GL FUND Description	BOCC GL COST CENTER	BOCC GL COST CENTER Description	BOCC GL ACCOUNT	BOCC GL ACCOUNT Description	BOCC GL PROJECT	BOCC GL PROJECT Description	Year to Date Period	Initial Budget	Budget Adjustments	Total Budget	Expenditures	Funds Available Amount
				5998300									
00101	00101-General Fund-Partial ...	010000001	010000001-Gen Fnd-Other Gen ...	5998300	5998300-Re...	0000000	0000000-Not Pr...	YEAR-26	46,309,542.00	0.00	46,309,542.00	0.00	46,309,542.00
Total									**46,309,542.00**	**0.00**	**46,309,542.00**	**0.00**	**46,309,542.00**

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Budget Balances

View ▾ Detach Wrap

BOCC GL FUND	BOCC GL FUND Description	BOCC GL COST CENTER	BOCC GL COST CENTER Description	BOCC GL ACCOUNT	BOCC GL ACCOUNT Description	BOCC GL PROJECT	BOCC GL PROJECT Description	Year to Date Period	Initial Budget	Budget Adjustments	Total Budget	Expenditures	Funds Available Amount
				5359000									
00150	00150-Supervisor Of Elections	910519010	910519010-Supervisor Of Elections	5359000	5359000-Op...	0000000	0000000-Not Pr...	YEAR-26	3,177,812.00	0.00	3,177,812.00	0.00	3,177,812.00
Total									**3,177,812.00**	**0.00**	**3,177,812.00**	**0.00**	**3,177,812.00**

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Agenda Item R.23. 2/3/2026

SUBJECT

Authorize the County Attorney's Office or outside counsel to stipulate to a final judgment for Parcels 108, 109, 110/725 and 112 in the case of Polk County v. Sean Daniel Freeman, et al, an eminent domain lawsuit filed to acquire needed rights-of-way for the County Road 557 Project. ($852,331 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve County Road 557 to a four-lane corridor from north of US Highway 17/92 in Lake Alfred, to south of the I-4 Interchange. To allow for the construction of the roadway improvements, the County will need to acquire additional right-of-way and easements from adjacent property owners for the project. Polk County's Real Estate Services Director was authorized to take steps necessary to acquire those rights-of-way through negotiations and, as needed, through eminent domain lawsuits. Litigation has been filed and is proceeding. Parcels 108, 109, 110 and 112 are fee parcels, containing a total of approximately 7.45-acres, owned by SC Alfred LLC, a Florida limited liability company, which is needed for mainline right-of-way and for storm water retention facility for the project. Parcel 725 is a temporary construction easement parcel, containing approximately 2,540 square feet needed to harmonize a driveway with the new roadway.

The owner retained attorney Prineet Sharma, Esquire to represent its interests in this case. Through negotiations, settlement was reached which calls for payment of $1,300,000 to the owners for full payment for the taking of the parcel and all damages of any nature and payment of $231,231 for all attorney fees and expert costs. The County is entitled to a credit in the amount of $678,900, which was previously deposited into the Registry of the Court pursuant to a court order; therefore, the balance due to the property owner, exclusive of attorney's fees and expert fees and costs, will be $621,100. The settlement amounts will be paid within thirty (30) days of the entry of the Final Judgment.

RECOMMENDATION

(1) Authorize the County Attorney's Office and outside counsel to stipulate to a Final Judgment with SC Alfred LLC in the total amount of $1,531,231 including attorney 's fees and expert fees and costs; (2) authorize payment of $852,331 to the Sharma Eminent Domain Lawyers Trust Account for disbursement; and (3) authorize the County Attorney's Office or outside counsel to bring this litigation to a close.

FISCAL IMPACT

The total amount of $852,331 is budgeted and available within the 5-year Roads and Drainage CIP in the Impact Fee Zone "A" Fund.

CONTACT INFORMATION

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

Agenda Item R.24. 2/3/2026

SUBJECT
Approve and Authorize the Chair to Execute Letter of Agreement to the Attorney General for Heartland Crime Stoppers

DESCRIPTION
Heartland Crime Stoppers currently serves as Polk County's agent for the purpose of applying for, receiving, and expending grants from the Crime Stoppers Trust Fund pursuant to Fla. Stat. 16.555 (5) (b) and F. A. C. 2A-9.002. The current authorization expires on June 30, 2026. This renewed Letter of Agreement to the Florida Attorney General will extend Polk County's authorization for Heartland Crime Stoppers to serve as its agent for an additional three (3) year period beginning July 1, 2026 - and ending on June 30, 2029.

RECOMMENDATION
Approve the Letter of Agreement and authorize the Chair to execute same.

FISCAL IMPACT
No fiscal impact.

CONTACT INFORMATION
Randy Mink
County Attorney
863-534-6730

Heartland CRIME STOPPERS
Polk • Highlands • Hardee

1-888-400 TIPS (8477) www.heartlandcrimestoppers.com
1891 Jim Keene Blvd Winter Haven, Florida 33880

Chair
David Ray

Vice Chair
Patty Clark

Treasurer
Chip Brown

Secretary
John Mathison

Board Members
Fred Beasley

Sue Birge

Jamie Cook

Don Elwell

Tommy Griffin

Frank Johnson

Marla Sale

Gwen Stanislowski

Executive Director
Michael Butler

Tips Coordinator
Sandy Dunn

Adm. Assistant
Brandy Crawford

To: Polk County BOCC
DATE: December 30, 2025

On behalf of the Polk county, Florida, please accept this letter of agreement authorizing Heartland Crime Stoppers to act as Polk County's agent solely for the purpose of applying for, receiving, and expending grants from the Crime Stoppers Trust Fund for the period of July1,2026, through June 30, 2029. This request is made with compliance with the requirements of Section 16.555(5)(b), F.S. and Rule 2A-9.002 (2) F.A.C.

With this and other matters of mutual concern, I remain;

Michael Butler
Executive Director
Heartland Crime Stoppers

Dr. Martha Santiago,
Commissioner, District 4
Chair

330 W Church Street
Drawer BC01
P O Box 9005
Dr. Bartow, FL 33831-9005
Tel: (863) 534-6422
Fax: (863) 534-7655
MarthaSantiago@PolkFL.gov

Board of County Commissioners

February 3, 2026

The Honorable James Uthmeier
Attorney General, State of Florida
Department of Legal Affairs
Crime Stoppers Trust Fund
PL-01, the Capitol
400 S Monroe St
Tallahassee, FL 32399-1050

Re: Letter of Agreement – Heartland Crime Stoppers Trust Fund Grant

Dear Attorney General Uthmeier:

This Letter of Agreement from the Polk County Board of County Commissioners authorizes Polk County Crime Stoppers, Inc., d/b/a Heartland Crime Stoppers, to act as Polk County's Agent for the purpose of applying for and receiving monies from the Crime Stoppers Trust Fund, for the period of July 1, 2026 through June 30, 2029. This request is made per the requirements in subsection 16.555(5)(b), Florida Statutes, and Florida Administrative Code Rule 2A-9.002.

Sincerely,

Dr. Martha Santiago, Chair
County Commissioner, District Four

c: Mr. Michael Butler
Executive Director
Heartland Crime Stoppers, Inc.

MS/acp

Agenda Item R.25. 2/3/2026

SUBJECT

Approve a Resolution designating an area of property generally known as River Ranch North as an Unrecorded subdivision pursuant to County Ordinance 2024-065.

DESCRIPTION

The County, in accordance with the Florida Building Code, requires that constructed improvements be permitted and inspected as part of the original construction process. However, there are unrecorded subdivisions within unincorporated Polk County where for twenty years or more a significant number of property owners have made property improvements without obtaining a required permit.

Because the County has limited resources to inspect previously constructed improvements within such unrecorded subdivisions, on October 1, 2024, the Board of County Commissioners adopted Ordinance 2024-065 which limits County Code Enforcement and/or Building Division action against a property owner within Board designated “Unrecorded subdivisions” for any unpermitted construction improvements on the owner’s property which were completed before June 1, 2024. The ordinance also provides a process for owners with qualifying unpermitted Construction to cure Code Enforcement or Building Division violations for building without a required permit.

By a Resolution adopted October 1, 2024, the Board designated the unrecorded subdivisions of River Ranch North and River Ranch South as Unrecorded subdivisions for the purposes of Ordinance 2024-065. Staff has identified an additional area commonly known as River Ranch North and described on the attached Resolution which meets the requirements stated in Ordinance 2024-065 to be designated as an Unrecorded subdivision.

RECOMMENDATION

Approve a Resolution designating the area of property generally known as River Ranch North as an Unrecorded subdivision pursuant to County Ordinance 2024-065.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

RESOLUTION NO. 2026-_____

A RESOLUTION EXPRESSING THE INTENT OF POLK COUNTY, FLORIDA TO ESTABLISH ENFORCEMENT PRIORITIES FOR CERTAIN CONSTRUCTION IN ADDITIONAL AREAS OF THE UNRECORDED SUBDIVISION GENERALLY KNOWN AS RIVER RANCH NORTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk County has an important interest in ensuring that property rights are protected; and

WHEREAS, Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process; and

WHEREAS, Polk County has limited resources to review and inspect construction in unrecorded subdivisions with a history of unpermitted construction; and

WHEREAS, The difficulty created by ensuring construction, completed in these unrecorded subdivisions, comply with all applicable county codes, regulations, and ordinances is a substantial issue;

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 Chapter 125, Florida Statutes, Polk County Ordinance 24-065 and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines, and declares as follows:

A) The County is authorized under law, including, without limitation, the Act, to limit code enforcement and/or building division action for certain Construction in the unrecorded subdivision generally known as River Ranch North; and

B) The area(s) of land listed in exhibit “A” consist of real property subdivided; not under common ownership; not platted in accordance with Chapter 177; containing unmarked, unsterilized and/or unmaintained lots, roadways, trails, pathways, or easements; and with no material permitted improvements to the property; and

C) The area(s) of land listed in exhibit “A” has at least a twenty (20) year history of unpermitted construction.

SECTION 3. EXPRESSION OF INTENT. This Resolution is a declaration of the official intent of the Board to identify the area(s) of land listed in exhibit "A" as unrecorded subdivisions as defined in Section 1 of the Act.

SECTION 4. NO WARRANTIES OR INSURANCES. By adoption of this Resolution the Board provides no warranties or insurances that the Construction located within the unrecorded subdivision is safe or that the Construction complies with any applicable laws, ordinances, building codes, fire codes, zoning regulations or any safety codes whatsoever.

SECTION 5. FURTHER ACTION. The Board hereby directs the Code Enforcement Division treat the area(s) listed in exhibit "A" as unrecorded subdivisions in accordance with the Act.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Polk County, Florida on _____, 2026.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Bill Braswell, Chair

(SEAL)

Exhibit “A”

A PORTION OF LANDS LYING IN SECTIONS 3, 9, 10, 15 AND 16, TOWNSHIP 30 SOUTH, RANGE 30 EAST OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 30 EAST OF POLK COUNTY, FLORIDA. THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER PLUS OR MINUS A DISTANCE OF 1320 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16 PLUS OR MINUS A DISTANCE OF 2640 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THEN WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 PLUS OR MINUS A DISTANCE OF 1320 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16 PLUS OR MINUS A DISTANCE OF 2640 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 30 EAST OF POLK COUNTY, FLORIDA. THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE PLUS OR MINUS 1760 FEET TO THE SHORELINE OF LAKE KISSIMMEE; THENCE NORTH NORTHWESTERLY ALONG THE SHORELINE OF LAKE KISSIMMEE A DISTANCE PLUS OR MINUS OF 17500 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 S, RANGE 30 E OF POLK COUNTY, FLORIDA; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1320 FEET TO THE NORTHWEST CORNER THE NORTHWEST QUARTER OF SAID SECTION 3; THEN SOUTH ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 5280 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 S, RANGE 30 E; THEN EAST ALONG THE NORTH LINE OF SECTION 10 A DISTANCE OF 1370 FEET; THENCE SOUTH 660 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10; THENCE EAST A DISTANCE OF 155 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1985 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 A DISTANCE OF PLUS OR MINUS 1320 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 10; THENCE SOUTH A DISTANCE OF 7950 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 30 EAST OF POLK COUNTY, FLORIDA. THENCE NORTH ALONG SAID EAST BOUNDARY LINE OF SECTION 9, A DISTANCE OF 5280 FEET TO THE NORTHEAST CORNER OF SECTION 9; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SECTION 9, A DISTANCE OF 5280 FEET TO THE NORTHWEST CORNER OF SECTION 9; THENCE SOUTH ALONG THE WEST BOUNDARY LINE OF SECTION 9, A DISTANCE OF 5280 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE EAST ALONG THE SOUTH BOUNDARY LINE OF SECTION 9, A DISTANCE OF 5280 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 2026-_____

A RESOLUTION EXPRESSING THE INTENT OF POLK COUNTY, FLORIDA TO ESTABLISH ENFORCEMENT PRIORITIES FOR CERTAIN CONSTRUCTION IN ADDITIONAL AREAS OF THE UNRECORDED SUBDIVISION GENERALLY KNOWN AS RIVER RANCH NORTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk County has an important interest in ensuring that property rights are protected; and

WHEREAS, Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process; and

WHEREAS, Polk County has limited resources to review and inspect construction in unrecorded subdivisions with a history of unpermitted construction; and

WHEREAS, The difficulty created by ensuring construction, completed in these unrecorded subdivisions, comply with all applicable county codes, regulations, and ordinances is a substantial issue;

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SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 125, Florida Statutes, Polk County Ordinance 24-065 and other applicable provisions of law (collectively, the "Act").

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A) The County is authorized under law, including, without limitation, the Act, to limit code enforcement and/or building division action for certain Construction in the unrecorded subdivision generally known as River Ranch North; and

B) The area(s) of land listed in exhibit “A” consist of real property subdivided; not under common ownership; not platted in accordance with Chapter 177; containing unmarked, unsterilized and/or unmaintained lots, roadways, trails, pathways, or easements; and with no material permitted improvements to the property; and

C) The area(s) of land listed in exhibit “A” has at least a twenty (20) year history of unpermitted construction.

D) Construction completed before June 1, 2024, in the area(s) of land listed in exhibit "A" are exempt from code enforcement and/or building division action *IF* the Owner meets the requirements of the Ordinance.

SECTION 3. EXPRESSION OF INTENT. This Resolution is a declaration of the official intent of the Board to identify the area(s) of land listed in exhibit "A" as unrecorded subdivisions as defined in Section 1 of the Act.

SECTION 4. NO WARRANTIES OR INSURANCES. By adoption of this Resolution the Board provides no warranties or insurances that the Construction located within the unrecorded subdivision is safe or that the Construction complies with any applicable laws, ordinances, building codes, fire codes, zoning regulations or any safety codes whatsoever.

SECTION 5. FURTHER ACTION. The Board hereby directs the Code Enforcement Division treat the area(s) listed in exhibit "A" as unrecorded subdivisions in accordance with the Act.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Polk County, Florida on _____, 2026.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Bill Braswell, Chair

(SEAL)

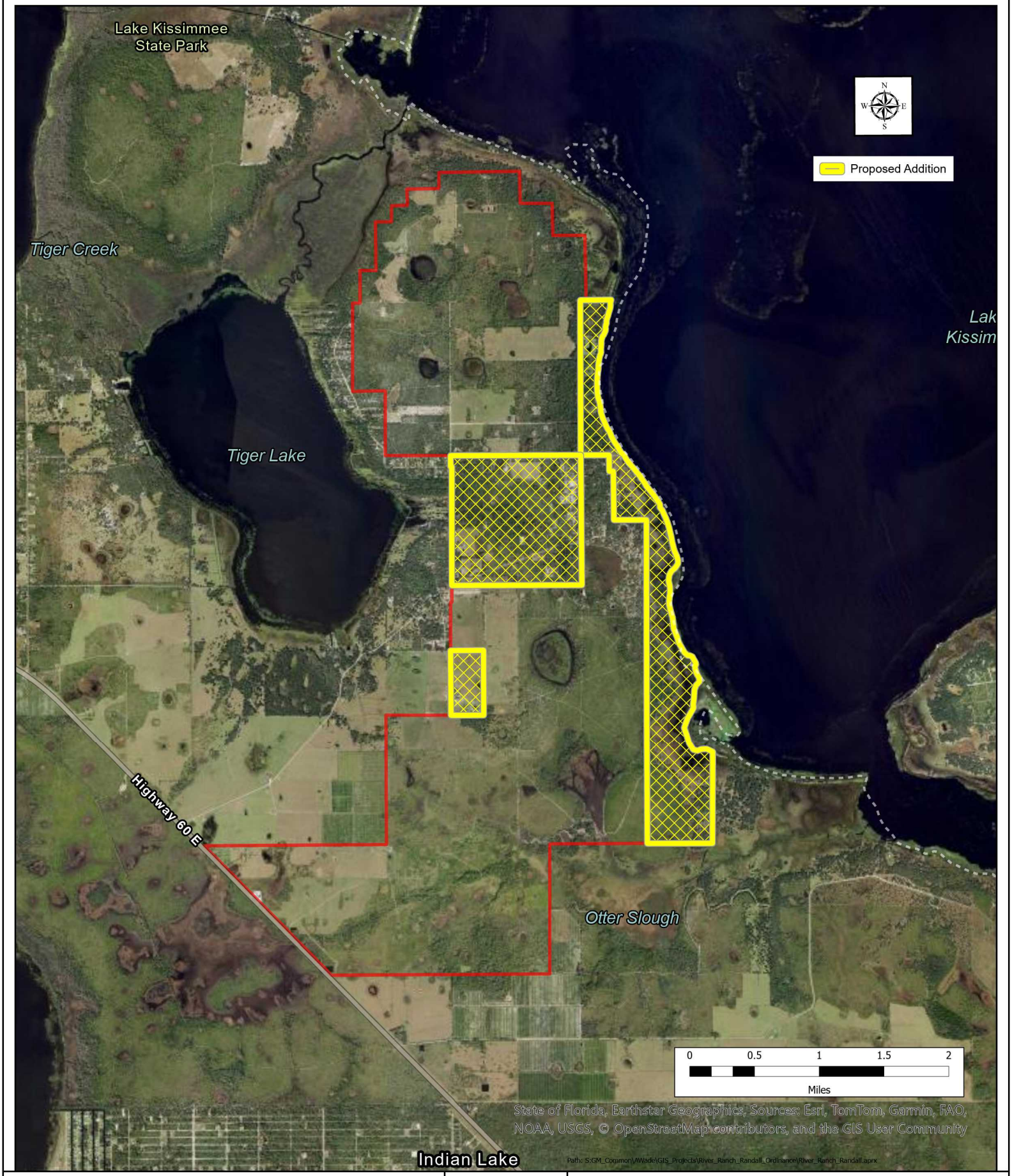
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Polk County Board of County Commissioners

POLK COUNTY

River Ranch Ranch Ordinance

Author: Art Wade | Date Created: 1/27/2026

Polk County

Board of County Commissioners

Agenda Item R.26. 2/3/2026

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for Dexter Graham (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded in 2016 imposing a lien in the amount of $5,798 against property owned by Dexter Graham in Polk County. The lien has expired according to its terms effective April 29, 2023, 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 Chairman 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 9984, Pages 1211 - 1213, 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 12, Tabor Estates, according to the Public Records of Polk County, Florida W 85 ft of E 995 ft of N 140 ft on S 330 ft of NE ¼ of NW ¼ being lot 12 of unrec Tabor Ests.**

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of $5,798.00 for mitigated impact fees became a lien against the property owned by Dexter Graham, and

WHEREAS, the lien requires payment in full in the amount of $5,798.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of April 29, 2016, 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 9984, Pages 1211 - 1213, 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: _____
Chairman
Board of County Commissioners

Date: _____

Agenda Item R.27. 2/3/2026

SUBJECT
Approve Settlement Agreement with Florida PACE Funding Agency.

DESCRIPTION
On June 6, 2023, the Board adopted Resolution No. 23-063 authorizing the County Attorney and outside counsel upon request of the Polk County Tax Collector, to intervene or join lawsuits that contest the ability for the Florida PACE Funding Agency to collect non-ad valorem assessments on property located in unincorporated Polk County, without Polk County entering into an interlocal agreement authorizing such assessments.

On July 1, 2024, SB 770 became effective, which requires PACE programs to be authorized by the county or municipality by ordinance or resolution prior to the programs being offered in the county or municipality. The Settlement Agreement would authorize the Tax Collector to collect Florida PACE assessments imposed prior to July 1, 2024. Florida PACE, as part of the Settlement Agreement, agrees that it will not request or pursue collection of any assessments first imposed on or after July 1, 2024, unless there is a current interlocal agreement in place with the jurisdiction in which the subject property is located.

RECOMMENDATION
Approve Settlement Agreement with Florida PACE Funding Agency.

FISCAL IMPACT
No Fiscal Impact.

CONTACT INFORMATION
Randy Mink
County Attorney
863-534-7679

RELEASE AND SETTLEMENT AGREEMENT

BY THESE PRESENTS the FLORIDA PACE FUNDING AGENCY, a public body corporate and politic (the "Agency"), JOE TEDDER, as Constitutional Tax Collector of Polk County, Florida (the "Tax Collector"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), hereby agree to resolve the disputed matter between them with respect to certain non-ad valorem assessments imposed by the Agency and submitted for collection to the Tax Collector fully and finally, as described herein:

Recitals

WHEREAS, disputes and differences between the parties have arisen with relation to certain non-ad valorem assessments imposed by the Agency against certain real properties located in Polk County; *and*

WHEREAS, The parties desire to amicably resolve this matter by the terms of this Release and Settlement Agreement ("Agreement");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree and bind themselves as follows:

1. The Tax Collector agrees to collect those assessments first imposed by the Agency prior to July 1, 2024, in accordance with the terms stated herein.

2. The Tax Collector will not seek rehearing, reconsideration, or clarification of, or petition for a writ of certiorari related to, the opinion of the Florida Supreme Court issued December 18, 2025, for Case No. SC2024-0652.

3. The Tax Collector will provide a collection agreement to the Agency with the collection rate of two percent (2%), or otherwise satisfy itself that the existing collection agreement is adequate.

4. For assessments first imposed by the Agency between October 6, 2022 and July 1, 2024, the Tax Collector will issue corrected tax notices (or similar instruments that compel payment of the Agency's assessments) for all uncollected and outstanding assessments, in which the Agency submitted an assessment roll and assessments were not placed on the combined notice for taxes and non-ad valorem assessments. Such notices will be conducted at the Tax Collector's expense. Such notices will be mailed with sufficient time to be due on or before March 31, 2026.

5. Once the collection agreement has been executed, the Tax Collector will provide the Agency with the correct format for an electronic roll.

6. The Agency will provide an electronic roll file on or before February 7, 2026, free of errors and omissions, in a compatible format containing all uncollected and outstanding assessments imposed prior to July 1, 2024, for which corrected tax notices are to be issued.

7. The Tax Collector will accept an electronic roll file in a compatible format and will not request or require individual DR-409A forms for each assessment.

8. The Agency agrees that it will not request or pursue collection of any assessments first imposed on or after July 1, 2024, unless there is a current interlocal agreement in place with the jurisdiction in which the subject property is located. The Tax Collector agrees to collect all Agency assessments first imposed on or after July 1, 2024, within any jurisdiction authorizing such assessments, provided that: (a) a current interlocal agreement is in effect with the jurisdiction authorizing the assessment; (b)

the Agency has satisfied the requirements of section 197.3632, Florida Statutes; and (c) the collection agreement between the Tax Collector and the Agency remains in full force and effect.

9. For and in consideration of the mutual agreements set forth herein, Agency agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and Agency for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge the Polk County Tax Collector and Polk County, Florida from and against any claims or damages, whatsoever, arising out of or resulting from non-collection of assessments first imposed prior to July 1, 2024. Agency acknowledges and agrees that its agreement to this release is a material inducement to the County entering into this Agreement. Each party agrees to bear their own costs and fees for any and all litigation between the parties prior to this Agreement.

10. The Parties agree that entering into this Agreement is a compromise of disputed matters and shall not constitute or be construed as an admission by or on behalf of any of the Parties as to the validity of any claims, defenses or allegations asserted in any claim brought or which could have been brought by any Party including, without limitation, Polk County home rule power and constitutional authority of Polk County and the Polk County Tax Collector.

Applicable Law and Construction

11. This Agreement shall be construed in accordance with the laws of the State of Florida, and any dispute between the Parties arising out of this Agreement shall be resolved by a Florida State court of competent jurisdiction. This Agreement and the provisions contained herein shall be

read as a whole and is not severable or separately enforceable by any party hereto.

12. This Agreement, together with any Uniform Collection Agreement between the Tax Collector and the Agency, constitute the entire agreement between the parties and supersedes all prior agreements, accords, and understandings, whether or not reduced to writing, with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and the aforementioned Uniform Collection Agreement, the terms of that Uniform Collection Agreement shall supersede the terms of this Agreement unless otherwise specifically stated herein or therein.

13. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered but one and the same original agreement.

14. This Agreement shall take effect immediately upon its execution by the Agency and the Tax Collector as to any provisions respecting them, and shall take effect as to any provisions respecting the County upon execution by all three parties hereto. In the event the County does not execute or otherwise enter into this Agreement, this Agreement shall be binding as to the Agency and the Tax Collector only.

[Remainder of page intentionally left blank]

[Signatures appear on following page]

WHEREUNTO, the parties have set their hand and seal as of this __ day of _____, 2026.

Attest: _____	**POLK COUNTY TAX COLLECTOR** _____ **JOE TEDDER, Tax Collector** _____ **Date**
Attest: _____	**POLK COUNTY, FLORIDA** _____ **Date**
Attest: _____ Witness Signature _____ Witness Printed Name	**FLORIDA PACE FUNDING AGENCY** _____ **WENDI LEACH, Executive Director** _____ **Date**

Agenda Item R.28. 2/3/2026

SUBJECT

Adopt resolution Repealing and Restating Resolution No. 2025-064, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

DESCRIPTION

The Board adopted Resolution No. 2025-064, establishing rules and policies concerning the providing of opportunities for members of the public to be heard on propositions before the Board. The proposed resolution requires a speaker upon being recognized to speak to provide the proposition being addressed on the agenda by referencing the agenda item's number. The proposed resolution also limits comments in the "Public Comments Concerning Agenda Items" section to those items that appear on the published agenda and limits comments regarding items not on the agenda to the General Public/Audience and Opportunity to be Heard which is to be placed after the Public Hearings section of the agenda. The resolution limits the General Public/Audience and Opportunity to be Heard to 15 speakers per meeting. The resolution also requires speakers providing public comment to fill out and submit a speaker's card prior to the applicable section coming before the board. The resolution provides a procedure when an individual does not follow the rules and policies of the Board.

RECOMMENDATION

Adopt the proposed resolution Repealing and Restating Resolution No. 2025-064, Establishing Rules and Policies Concerning the Providing of Opportunities for Members of the Public to be Heard on Propositions Before the Board Within the Meaning of, and in compliance with, Section 286.0114, Florida Statutes.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, REPEALING AND RESTATING RESOLUTION 2025-064, ESTABLISHING RULES AND POLICIES CONCERNING THE PROVIDING OF OPPORTUNITIES FOR MEMBERS OF THE PUBLIC TO BE HEARD ON PROPOSITIONS BEFORE THE BOARD WITHIN THE MEANING OF, AND IN COMPLIANCE WITH, SECTION 286.0114, FLORIDA STATUTES; PROVIDING FOR OPPORTUNITY AND PROCEDURES FOR THE GENERAL PUBLIC TO ADDRESS THE BOARD; PROVIDING A DEFINITION; PROVIDING DIRECTIONS TO THE COUNTY MANAGER REGARDING SPEAKER'S CARDS; PROVIDING FOR EFFECT ON PRIOR RULES, POLICIES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by the enactment of Senate Bill 50 during its 2013 Regular Session, the Florida Legislature created Section 286.0114, Florida Statutes (the Statute), and provided that the Statute shall take effect on October 1, 2013; and;

WHEREAS, the Statute states that "a member of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission before it takes official action on a proposition;" and,

WHEREAS, the Statute provides that the opportunity to be heard on such a proposition may be subject to certain rules and policies adopted by the board or commission considering the proposition; and,

WHEREAS, the Statute addresses the scope of such rules and policies and the limitations thereon, and provides that if a board or commission adopts rules or policies in conformity with such scope and limitations and follows the same "when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with" the Statute; and,

WHEREAS, the Board of County Commissioners of Polk County, Florida (the "Board"), is a board or commission within the meaning of the Statute; and,

WHEREAS, the Board adopted Resolution 2025-064 to provide rules and policies in conformity with the scope and limitations provided in the Statute; and

WHEREAS, the Board wishes to revise the rules and policies to require a speaker to indicate the proposition they wish to address to allow the Board members to identify the proposition subject to speaker's comments and to allow the Board the ability to allow another public comment section at the end of the agenda for general public comments that do not pertain to propositions on the Board's agenda; and

WHEREAS, the Board finds that there is a legitimate purpose to require a speaker to give his or her name, inter alia, it provides an orderly process to conduct a public meeting without undue confusion and repetition; and

WHEREAS, the Boards finds that there is a legitimate purpose to require a speaker to give his or her address, inter alia, it allows the Board to be informed on matter of local government, whether the speaker is a resident who will be impacted by the action of the Board and in land use matters, the individual residence is impacted and the proximity of the speaker's residence to the property subject to the land use matter;

WHEREAS, the Board finds limiting the General Public/Audience and Opportunity to be Heard to 15 speakers provides sufficient opportunity for the general public to bring non-agenda items to the Boards attention and provides for the efficient use on the County's resources.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Polk County, Florida, that:

Section 1. For purposes of the rules and policies provided in Section 2, the term "proposition" shall have the same meaning as a proposition under Section 286.0114, Florida Statutes, but shall not include any of the enumerated items set forth in subsection (3) of said statute.

Section 2. As provided in subsection (5) of Section 286.0114, Florida Statutes, the Board does hereby adopt the following rules and policies governing the opportunities for member of the public to be heard on a proposition before the Board and other matters before the Board.

(a) Each published agenda for a Board meeting shall include a period for public comment that must commence and conclude prior to the undertaking by the Board of any action on the agenda that falls outside the scope of subsection (3) of Section 286.0114, Florida Statutes. The public comment section shall be titled "Public Comments Concerning Agenda Items" and will appear on the agenda before the Board takes official action on a proposition.

(b) As a guideline, each individual or representative addressing the Board shall have three (3) minutes to speak subject to the discretion of the chair to extend the time, and to the power of the Board as a whole to overrule the chair.

(c) An individual desiring to address the Board during the Public Comments Concerning Agenda Items, Expediated Hearings, Public Hearings, General Public/Audience and Opportunity to be Heard, and other sections on the agenda shall indicate in accordance with the following procedure:

(1) Prior to speaking, the individual must fill out a speaker's card and submit the same to the Board's communication's representative present at the meeting. The speaker's card shall be submitted to the communication's representative prior to the section coming before the Board.

(2) The individual must include the following information on the Speaker's card:

(i) The individual's name;

(ii) The individual's address;

(iii) The proposition being addressed by providing the agenda item number;

(iv) An indication of the individual's support, opposition, or neutrality on the proposition;

(v) An indication whether the individual will be addressing the Board directly on the proposition or through a designated representative for the individual or the individual's group or faction;

(vi) If the individual will be addressing the Board through a designated representative for the individual, the name of the representative; and

(vii) If the individual will be addressing the Board through a designated representative for the individual's group or faction, the name of the representative and the identification of the group or faction being represented by name and/or a reasonably clear description.

(d) A representative of an individual or of a group or faction shall address the Board, rather than the individual or all members of such group or faction, at a meeting in which a large number of individuals wish to be heard, in accordance with the following procedure:

(1) Prior to speaking, the representative must fill out a speaker's card and submit the same to the Board's communication's representative present at the meeting.

(2) The representative must include the following information on the speaker's card:

(i) The representative's name;

(ii) The representative's address;

(iii) The proposition being addressed;

(iv) The identification of the individual or of the group or faction being represented by name and/or a reasonably clear description; and

(v) An indication of the individual's, group's or faction's support, opposition, or neutrality on the proposition.

(e) Upon being recognized, an individual or representative must provide the following information for the record before addressing the proposition:

(1) The individual's or representative's name;

(2) The individual's or representative's address, unless the individual or representative is a person whose address is confidential under Section 119.071, Florida Statutes, and the individual or representative declines to provide an address for that reason;

(3) The proposition being addressed on the agenda by referencing the agenda item's number, if applicable; and

(4) In the case of a representative, the identification of the group or faction being represented by name and/or a reasonably clear description thereof.

(f) With respect to propositions that appear on a meeting's published agenda that is available for public inspection prior to the commencement of the meeting, the opportunity for public comment thereon shall be limited to the Public Comments Concerning Agenda Items section, except for public comments on items listed under the Expedited Hearings and Public Hearings section of the agenda.

(g) With respect to any proposition that does not appear on a meeting's published agenda that is available for public inspection prior to the commencement of the meeting that the Board wishes to take action on the proposition, the chair shall solicit public comment thereon any time during the meeting prior to Board action thereon. An individual desiring to be heard may indicate by appropriate sign, and shall be recognized by the chair. Upon being recognized, the individual shall provide the information required under subsection (e) before addressing the proposition. The individual may also designate a representative to speak on behalf of the individual or of the individual's group or faction identified by name and/or a reasonably clear description, whereupon the individual shall promptly yield to the representative. The chair will then recognize the representative, who shall provide the information required under subsection (e) before addressing the proposition. Each individual or representative addressing a proposition under this subsection must submit a speaker's card in accordance with subsection (c) or (d), as applicable, at the time of or immediately following speaking.

(h) Any other provisions of this section to the contrary notwithstanding, no individual or representative shall be accorded more than three minutes to address a proposition regardless of the number of individuals being represented, nor may one individual or representative assign or delegate his or her speaking time to another individual, group, or faction.

(i) Speaker comments provided during the Public Comments Concerning Agenda Item section shall be limited to items that appear on a meeting's published agenda that is available for

public inspection prior to the commencement of the meeting except those items that have been placed on the agenda under the "Request from the General Public/Audience and Opportunity to be Heard" which shall be heard during the Request from the General Public/Audience and Opportunity to be Heard section of the agenda.

(j) Those individuals or representatives wishing to speak on items placed on the Request from the General Public/Audience and Opportunity to be Heard section or wish to speak on an item that is not on the agenda may be heard during the General Public/Audience and Opportunity to be Heard section of the agenda. The Request from the General Public/Audience and Opportunity to be Heard section shall be placed on the agenda after the Public Hearings section of the agenda.

(k) Individuals or representatives wishing to speak during the Request from the General Public/Audience and Opportunity to be Heard section must fill out a speaker's card and submit the same to the Board's communication's representative present at the meeting prior to the Request from the General Public/Audience and Opportunity to be Heard section coming before the Board. The General Public/Audience and Opportunity to be Heard section shall be limited to fifteen (15) individuals or representatives per meeting. Individuals or representatives will be called in order that they submit the speaker's card to the Board's communication's representative. If more than fifteen (15) individuals or representatives submit speaker cards, those individuals or representative who are not heard will roll over to the next meeting without the necessity of submitting another speaker's card, such individuals will be called prior to the individuals that submit speaker's card at that meeting.

(l) For purpose of providing an address, an individual or representative may provide his or her personal address or the address of the business, corporation, company, association, organization or other entity which the individual or representative is associated with.

(m) During public comments, applauding, speaking out of turn, shouting out from the audience, disrespectful sounds or utterances while another is speaking is prohibited.

Section 3. The County Manager shall provide forms for the speaker's card conforming to the requirements of Section 2 between the public entrances to the Board's meeting rooms.

Section 4. The rules and policies provided in Section 2 supplant and supersede any previous rules, policies and adopted by the Board that are inconsistent therewith to the limited extent of the inconsistency.

Section 5 Violations or refusal to comply with these rules and policies or other rules and policies of the Board will result in the following actions:

(a). The Board Chair will first request that the individual or representative to comply with the rule or policy not being complied with by the individual or representative.

(b). If the individual or representative continues to refuse to comply with the rule or policy, the individual will no longer be recognized by the Chair and the individual or representative will be requested to return to their seat or the general public area of the Board Chambers.

(c). If the individual or representative refuses to return to their seat or the general public area of the Board Chambers, the individual or representative will be requested to leave the Board Chambers for the remainder of the meeting and if necessary escorted by law enforcement from the Board Chambers.

Section 6. Resolution 2025-064 is hereby repealed.

Section 7. This resolution and the rules and policies provided herein shall take effect upon adoption of the Resolution by the Board.

DULY ADOPTED by the Board of County Commissioners of Polk County, Florida this 3rd day of February, 2026.

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

BY:_____
Dr. Martha Santiago, Ed. D., Chair